MINUTES OF A REGULAR MEETING
OF THE BOARD OF DIRECTORS
MONTGOMERY COUNTY HOSPITAL DISTRICT

The regular meeting of the Board of Directors of Montgomery County Hospital District was duly convened at 4:00 p.m., June 2, 2015 in the Administrative offices of the Montgomery County Hospital District, 1400 South Loop 336 West, Conroe, Montgomery County, Texas.

1. **Call to Order**

   Meeting called to order at 4:00 p.m.

2. **Invocation**

   Led by Mr. Grice

3. **Pledge of Allegiance**

   Led by Mr. Bagley

4. **Roll Call**

   Present:

   Bob Bagley
   Chris Grice
   Mark Cole
   Kenn Fawn – *(arrived late – 4:13 p.m.)*
   Sandy Wagner
   Georgette Whatley

   Not Present:

   Harold Posey

5. **Public Comment**

   There were no comments from the public.

6. **Special Recognition –**

   Ironman
   Special Recognition - Avery Belue
   James Cochran
   Sarah Nakunz
   Kevin Piper
   Krystal Reed
   Brandon Valenzuela

   Non Field - Veronica Delacerda

7. **Consider and act on ratification of contracts with additional network providers for indigent care. (Mrs. Wagner, Chair - Indigent Care Committee)**

   Mrs. Wagner made a motion to consider and act on ratification of contracts with additional network providers for indigent care. Mrs. Whatley offered a second and motion passed unanimously.

8. **Presentation of EMS Dispatch Compliance Times. (attached)**

   Mr. Matt Walkup made a presentation to the board.

9. **CEO Report to include update on District operations, strategic plan, capital purchases, employee issues and benefits, transition plans and other healthcare matters, grants and any other related district matters.**

   Mr. Randy Johnson, CEO presented a report.

10. **Consider and act on Human Resource policies. (Ms. Whatley, Chair – Personnel Committee) (attached)**
    - **HR 25-308 Neutral Termination Absence Policy**
    - **HR 25-104 Rehires Policy**
    - **HR 25-408 Tobacco Use/Smoke Free Workplace Policy**

    Ms. Whatley made a motion to consider and act on HR 25-308 Neutral Termination Absence Policy. Mrs. Wagner offered a second.

    After discussion by the board Ms. Whatley made a motion to withdraw her original motion on HR 25-308 Neutral Termination Absence Policy. Mr. Bagley offered a second, motion failed with a vote three (3) for (Ms. Wagner, Mr. Cole and Mr. Grice) and three (3) opposed (Ms. Whatley, Mr. Fawn and Mr. Bagley).

    Mr. Cole made a motion to consider and act on HR 25-308 Neutral Termination Absence Policy. Mrs. Wagner offered a second and motion passed five (5) for (Ms. Whatley, Mrs. Wagner, Mr. Fawn, Mr. Cole and Mr. Grice to one (1) opposed (Mr. Bagley).

    Ms. Whatley made to motion to consider and act on HR 25-104 Rehires Policy. Mrs. Wagner offered a second and motion passed unanimously.

    Ms. Whatley made a motion to consider and act on HR 25-408 Tobacco Use/Smoke Free Workplace Policy with the addition of the word "or" in the next to last paragraph after the word "vehicle" and before the phrase "while assigned to an incident location or while functioning as a patient care provider". Mr. Bagley offered a second and motion passed unanimously.

11. **EMS Director Report to include updates on EMS staffing, performance measures, staff activities, patient concerns, transport destinations and fleet.**

    Mr. Kevin Nutt, Assistant EMS Director of Operations and Mr. Jordan Anderson, Assistant EMS Manager of Clinical presented a report.

12. **Consider and act on the Toughbook RFP. (Mr. Fawn, Chair – EMS Committee) (attached)**

    Mr. Fawn made a motion to accept the RFP bid from CDWG for 14 Panasonic Rugged Toughbook computers Model CF 19 for $52,920.00. Ms. Whatley offered a second and motion passed unanimously.

13. **Consider and act on sole source letter for purchase of one (1) Zoll X-Series Units. (Mr. Fawn, Chair – EMS Committee) (attached)**

    Mr. Fawn made a motion to accept Zoll Medical Corporation as the sole source vendor of X-Series Defibrillators. Ms. Whatley offered a second and motion passed unanimously.

14. **Consider and act on the purchase of one (1) Zoll X-Series Units. (Mr. Fawn, Chair – EMS Committee) (attached)**

    Mr. Fawn made a motion to authorize the purchase of one (1) Zoll X-Series Defibrillator for $31,581.55 per the specifications listed in the boardbook. Ms. Whatley offered a second.

    Mr. Fawn made a motion to amend his original motion to the amount of $32,898.25. Ms. Whatley offered a second and motion passed unanimously.

15. **Consider and act on sole source letter for purchase of four (4) Vscan Ultrasound Units. (Mr. Fawn, Chair – EMS Committee) (attached)**

    Mr. Fawn made a motion to accept GE Healthcare as the sole source vendor of GE Vscan Ultrasound units. Ms. Whatley offered a second and motion passed unanimously.

16. **Consider and act on the purchase of four (4) Vscan Ultrasound Units. (Mr. Fawn, Chair – EMS Committee) (attached)**

    Mr. Fawn made a motion to authorize the purchase of four (4) GE Vscan Ultrasound Units for $36,526.40 per quote from GE as listed in the boardbook and subject to approval of the conditions by legal counsel. Ms. Whatley offered a second. After discussion by the board the motion passed unanimously.

    Mr. Grice made an amendment to the original motion giving the CEO the authority to go up to $1,000.00 per unit or $4,000.00 total per year in additional spending over the unit for warranty. Mr. Bagley offered a second and motion passed unanimously.

17. **Consider and act on approval to order eight (8) each Dodge Ram 4500 cab chassis consisting of four (4) each for remounts and four (4) each for new ambulance construction for FY 2015-2016. (Mr. Fawn, Chair – EMS Committee) (attached)**

    Mr. Fawn made a motion to consider and act on approval to order eight (8) each Dodge Ram 4500 cab chassis consisting of four (4) each for remounts and four (4) each for new ambulance construction for FY 2015-2016 at $ 370,856.00 per quote from HGAC as listed in the boardbook. Ms. Whatley offered a second and motion passed unanimously.

18. **Consider and act on sole source letter for purchase of radios for new employee training. (Mr. Fawn, Chair – EMS Committee) (attached)**

    Mr. Fawn made a motion to accept Dailey-Wells as the sole source vendor of Harris radios. Ms. Whatley offered a second and motion passed unanimously.

19. **Consider and act on purchase of twelve (12) radios for new employee training. (Mr. Fawn, Chair – EMS Committee) (attached)**

    Mr. Fawn made a motion to authorize the purchase of twelve (12) Harris portable XG-75 radios for $44,089.20 per quote from Dailey-Wells as listed in the boardbook. Mr. Bagley offered a

second and motion passed unanimously.

20. **COO Report to include updates on infrastructure, facilities, radio system, warehousing, staff activities, community paramedicine, emergency management, and purchasing.**

    Mrs. Melissa Miller, COO presented a report.

21. **Health Care Services Report to include regulatory update, outreach, eligibility, service, utilization, community education, clinical services, epidemiology, and emergency preparedness.**

    Mrs. Melissa Miller, COO presented a report.

22. **Consider and act on Healthcare Assistance Program claims from Non-Medicaid 1115 Waiver providers processed by Boon-Chapman. (Mrs. Wagner, Chair - Indigent Care Committee)**

    Mrs. Wagner made a motion to consider and act on Healthcare Assistance Program claims from Non-Medicaid 1115 Waiver providers processed by Boon-Chapman. Mr. Fawn offered a second and motion passed unanimously.

23. **Consider and act on ratification of voluntary contributions to the Medicaid 1115 Waiver program of Healthcare Assistance Program claims processed by Boon Chapman. (Mrs. Wagner, Chair – Indigent Care Committee)**

    Mrs. Wagner made a motion to consider and act on ratification of voluntary contributions to the Medicaid 1115 Waiver program of Healthcare Assistance Program claims processed by Boon Chapman. Mr. Bagley offered a second and motion passed unanimously.

24. **Presentation of preliminary Financial Report for seven months ended April 30, 2015 – Brett Allen, CFO, report to include Financial Summary, Financial Statements, Supplemental EMS Billing Information, and Supplemental Schedules.**

    Mr. Brett Allen presented a report to the board.

25. **Consider and act on ratification of payment of District invoices. (Mr. Posey, Treasurer - MCHD Board)**

    Mr. Grice made a motion to consider and act on ratification of payment of District invoices. Ms. Whatley offered a second and motion passed unanimously.

26. **Consider and act on salvage and surplus. (Mr. Grice, Treasurer – MCHD Board) (attached)**

    Mr. Grice made a motion to consider and act on salvage and surplus. Ms. Whatley offered a second and motion passed unanimously.

27. **Secretary's Report – April 28, 2015 Regular BOD Meeting. (Mrs. Wagner, Secretary - MCHD Board)**

    Mrs. Wagner made a motion to consider and act on minutes for the April 28, 2015 Regular BOD Meeting. Ms. Whatley offered a second and motion passed unanimously.

28. **Convene into executive session pursuant to section 551.072 of the Texas Government code to discuss real estate property including but not limited to MCHD Station 43 and any other related matters. (Mr. Posey, Chairman – MCHD Board)**

    Mr. Cole made a motion at 5:33 p.m. to convene into executive session pursuant to section 551.072 of the Texas Government code to discuss real estate property including but not limited to MCHD Station 43 and any other related matters.

29. **Reconvene from executive session and take action as necessary on real estate property including but not limited to Station 43 and any other related matters. (Mr. Posey, Chairman – MCHD Board)**

    The board reconvened from executive session at 5:44 p.m.

    Mr. Cole stated for the record that no action was taken by the board in the executive session.

    Mr. Cole made a motion that MCHD have LED lighting for Station 43 for an additional amount of $14,500.00. Mr. Bagley offered a second and motion passed unanimously.

30. **Convene into executive session pursuant to section 551.074 of the Texas Government Code to deliberate personnel matters related evaluation of Chief Executive Officer, Randy E. Johnson. (Ms. Whatley, Chair – Personnel Committee)**

    Mr. Cole requested that agenda item 30 be tabled.

31. **Reconvene from executive session and make recommendations if needed on matters relating to the evaluation of Chief Executive Office, Randy E. Johnson. (Ms. Whatley, Chair – Personnel Committee)**

    Mr. Cole requested that agenda item 31 be tabled.

32. **Adjourn**

    Meeting adjourned at 5:45 p.m.

Sandy Wagner, Secretary

#8

All,

I am posting these to the wall today. Fire is also important and improving, but I wanted to show you the EMS compliance times.

Dispatch (blue): % of calls that are dispatched within 75 seconds (more is better)
Overall Response (red): % of calls that are "on-time" (this definition is a little fluid right now and may change, but depends on the nature of the call and location of the emergency).

I will concede that we probably are making more address errors, and I understand that. I believe that we will find a balance between speed and accuracy, we will get better over time.

I am also providing some tools that I am hoping will reduce errors. The "Ops Stat Board" turn red if:

- ANI/ALI location (only on phase2 callers) is significantly different from incident location ("Double check location" – location may be good if it is a 3rd party caller)
    - This disappears when a unit goes staged or on-scene
- Unit does not go en-route within 90 seconds
    - This disappears when the unit goes en route
- Incident sits in waiting for longer than 20 seconds
    - This disappears when the incident is dispatched

I am really proud of the progress we've made. This chart goes back to 2008 because that is as far back as I can go.

Here's some of the dates that I think are important/interesting:

Prior to Sep 2011	40-50%	On ZOLL, prior to Pre-Alerts (I believe)
Sep 2011- Jan 2013	55-75%	On ZOLL, with Pre-Alerts
January 2013	35%	Tritech Implementation (Any CAD implementation is going to have a lot of issues with dispatch times)
Feb 2013-Dec 2014	55-72%	On Tritech, no employee feedback
Jan 2015-Feb 2015	72-75%	Starting to give shift feedback/limited employee feedback
March 2015	**81%**	**First time since 2008 (I would argue probably since the beginning of MCHD) we are above 80%.**

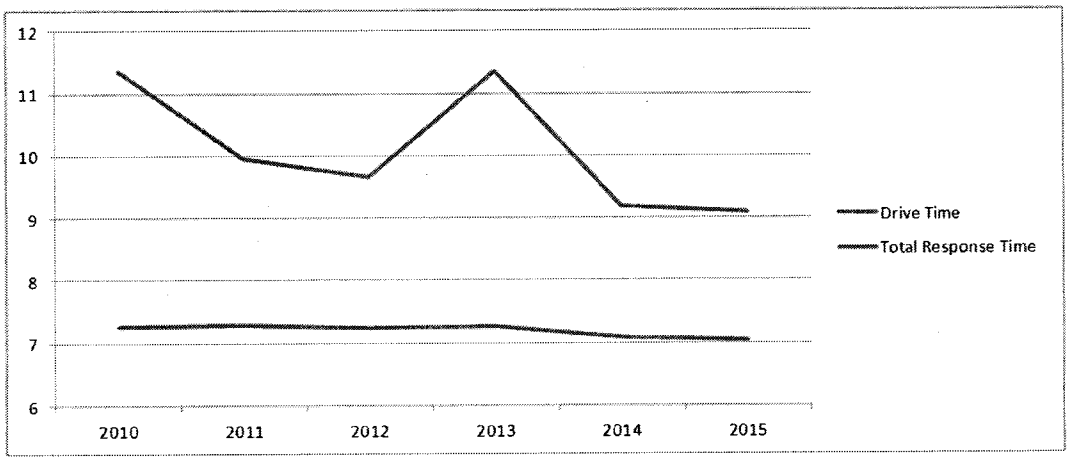
That is about a 10% increase over the last few months, and an almost 20% increase over last year. ***We are almost to 90%, keep up the good work!***

Monthly Compliance Scores
January 2008-March 2015

Below is a chart of response times in the Woodlands. Data is from 1/1/2010 to 3/31/2015. Some of the following is educated conjecture on my part.

The blue line is drive times only (enroute to on-scene/staged times), which have not significantly changed in the last 5 years, but are improving. I believe that this slight improvement is due to the additional trucks in the woodlands.

What has changed significantly is our overall response times, the red line, which generally have improved since 2010. The difference between the blue and red lines are dispatch processing times and chute times. 2013 was not a good year for all response times (everywhere, not just the Woodlands), which I believe has a lot to do with the implementation of new CAD software (both delays in dispatch and in the field). I attribute our success in 2014 and 2015 in that we have been focusing on improving dispatch times and chute times in the field. We are also much more comfortable with the software both in ALARM and in the field.



#10

Montgomery County Hospital District	REHIRES	Page 1 of 1
Department	**Policy Number**	**CAAS Reference Number**
Human Resources	**HR 25-104**	

POLICY

Former employees **must re-apply** to be rehired. They will be evaluated on the same basis as other applicants. However, consideration will be given to past job performance and the circumstances surrounding termination of previous employment.

Full time employees that elect to convert to a part time status and later wish to convert back to full time status must submit a request in writing. Such requests are contingent on position availability and qualifications. Such conversion is not automatic and may be denied at the discretion of MCHD.

No former employee classified as not eligible for rehire will be considered without Executive Staff review and approval.

Employees rehired within 365 consecutive days after separation will have their service bridged. This means that the employee will retain the original date of hire and will continue to accrue benefits (paid time off (PTO) leave accruals) at the same rate as before separation. Insurance benefits, previously in effect, will continue also.

Employees rehired after a break of service of more than 365 consecutive days will receive a new date of hire. They will be treated the same as new employees for all benefits, unless approved in advance, in writing by Human Resources and the Chief Executive Officer.

References: Previously Policy # 10-104

Original Date 12/2010
Review/Revision Date 05/2015
X Supersedes all Previous

Date Approved by the Board of Directors 06/02/2015

Montgomery County Hospital District	NEUTRAL TERMINATION ABSENCE POLICY	Page 1 of 1
Department	**Policy Number**	**CAAS Reference Number**
Human Resources	**HR 25-308**	

POLICY

If you are absent from work for one hundred eighty one (181) days you shall be administratively terminated from the employment roll. This termination is without prejudice to you seeking reemployment (See Policy HR 25-104, Rehires) at such time that a position becomes available for which you qualify with or without accommodation.

For the purpose of calculating the 181 day period, all continuous periods of absence, other than leave under the Family and Medical Leave Act or leave taken for reservist duties or military leave of short duration, shall be counted.

This policy operates regardless of the reason for the absences. However, an accommodation will be made concerning the automatic cessation of employment under this policy if you meet the definition of a "qualified individual with a disability" under the Americans with Disabilities Act of 1990, and you advice Human Resources of your desire to return to work, and a reasonable accommodation to you can be made without imposing an undue hardship on the operation of the Company's business. In addition, if you employment terminates as a consequence of military leave, you will be re-employed consistent with the requirements and obligations of the Uniform Services Employment and Reemployment Rights Act.

Any termination carried out in accordance with this policy shall not be subject to MCHD's Disciplinary and Grievance Procedure, HR 25-504.

References : HR 25-104 Rehires Policy
HR 250504 Disciplinary and Grievance Procedure

Original Date 04/2015
Review/Revision Date 05/2015
X Supersedes all Previous
Approved by Board of Directors: 06/02/2015

Montgomery County Hospital District	TOBACCO USE/SMOKE FREE WORKPLACE	Page 1 of 1
Department	**Policy Number**	**CAAS Reference Number**
Human Resources	**HR 25-408**	

POLICY

MCHD is a tobacco and smoke free workplace, including the use of electronic smoking devices.

When using tobacco or electronic devices, employees are expected to exercise common courtesy, use their better judgment, and to respect the needs and sensitivities of co-workers. Tobacco users have a special obligation to keep designated use areas litter-free and not to abuse break and work rules. Complaints about tobacco use should be resolved at the lowest level possible, but may be processed through supervision and management. Employees who violate the policy may be subject to disciplinary action for unprofessional conduct.

Tobacco and electronic devices (regardless of their preparation) are only authorized in the following locations:

1. Administration Building – Designated areas only.
2. Satellite Locations – Outside the rear of the building, out of the public view (MCHD personnel shall not smoke or use tobacco products in the general public sight or inside the building, regardless of fire station policy).

It is unacceptable for MCHD personnel to use tobacco or electronic devices inside a MCHD vehicle, while assigned to an incident location or while functioning as a patient care provider.

Tobacco receptacles or items being used as a tobacco receptacle are not permitted in MCHD vehicles or stations.

References: Previously Policy # 10-408

Original Date 10/2008
Review/Revision Date 05/2015
X Supersedes all Previous

Date Approved by the Board of Directors 06/02/2015

Agenda Item #12

We Make a Difference!

To: Board of Directors

From: Calvin Hon

Date: May 21, 2015

Re: Consider and Act on purchase of replacement patient care record computers RFP

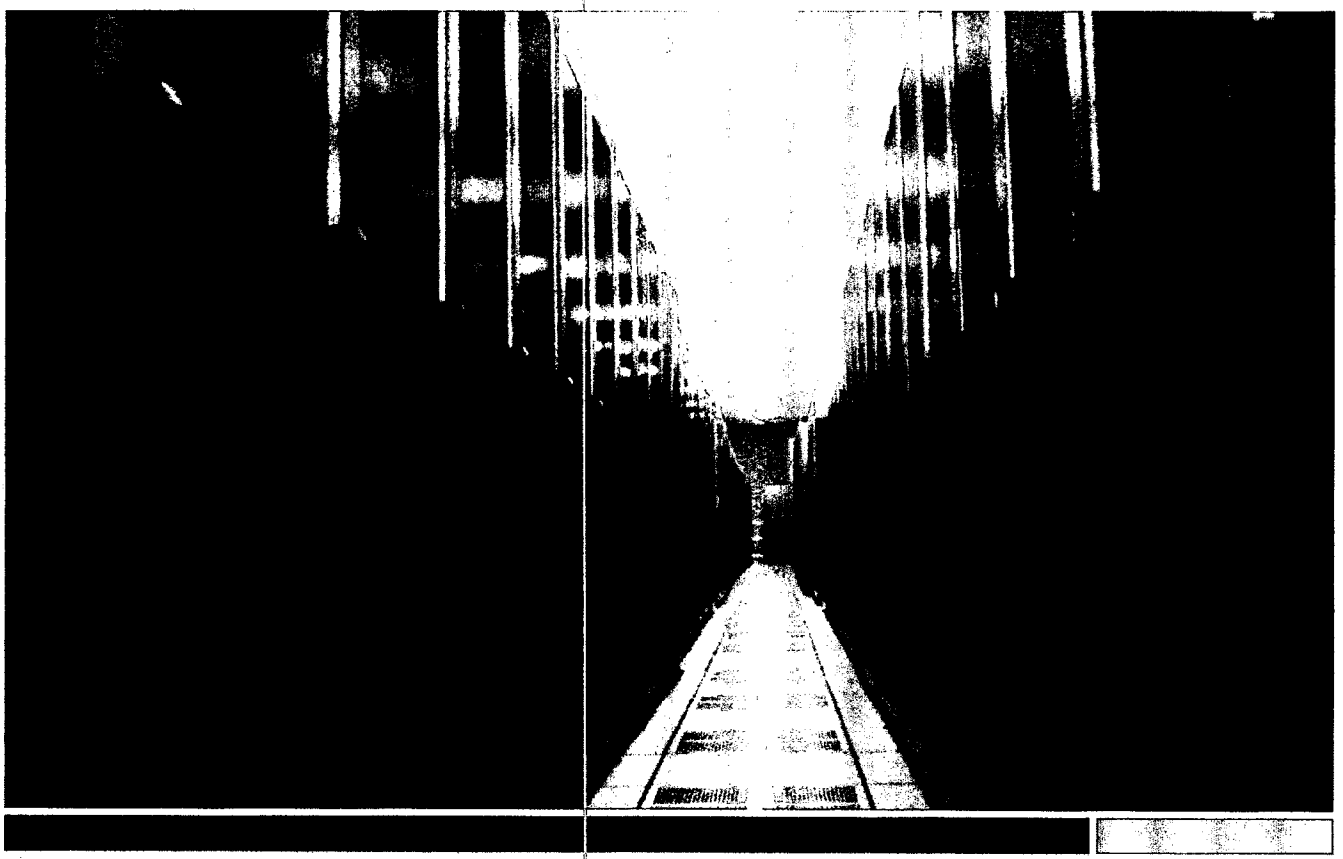
MCHD annually replaces the oldest generation of ruggedized patient care record computers. The 3 year protection plus warranties have expired and they become costly to repair.

The sealed RFP was released May 4th, 2015 and closed May 18th, 2015. One qualified bid from CDWG.

MCHD budgeted $52,000 for this annual computer replacement. The cost for this capital purchase is slightly over budget for 14 units.

Item	Vendor
	CDWG
CF-19 Rugged Laptop	$ 3,350.00
Warranty	$ 215.00
RAM	$ 215.00
Total per Unit	$ 3,780.00

Order of 14 $ 52,920.00



CDW Government LLC Response

CDW•G PEOPLE WHO GET IT™

INVITATION FOR BID

Bid Closing Time: 4:30 pm CDT
Bid Closing Date: May 18th, 2015
Proposal for: Panasonic Toughbook CF 19

Montgomery County Hospital District (Documented as MCHD)
1400 S Loop 336 W
Conroe, TX 77304

For further information contact: Calvin Hon
(936) 523-1120

INSTRUCTIONS TO BIDDERS:

Bids are solicited for: Panasonic Toughbook CF 19 computers for EMS (general specifications attached) as set forth in this Bid Proposal. Completed Bid Proposals must be received in the Montgomery County Hospital District, 1400 S Loop 336 W, Conroe, TX., before the time indicated on the above "closing date". Bids must be in a sealed envelope address to: **Montgomery County Hospital District. Panasonic Toughbook CF 19.**

The name and address of bidders, the date of the bid opening and the bid item on, shall be placed on the outside of the envelope.

Late bids will be retained by the Montgomery County Hospital district; however, they will not be opened nor considered in the evaluation of the bids. Bids may be withdrawn at anytime prior to the official opening. Bids may not be altered, amended or withdrawn after the official opening without the approval of the Montgomery County Hospital District.

The Montgomery County Hospital District is exempt from Federal Excise and State Sales Tax.

The Montgomery County Hospital District reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of Montgomery County Hospital District. The bid award will be made to the lowest responsible bidder whose bid is complete and determined to be responsive and represents the best value to the District.

Your bid must be submitted with this form. All bids must meet or exceed the attached specifications; however, alternate bids will be considered if accompanied by published specifications and a detailed listing of points that do not meet the attached specifications. MCHD reserves the right, however, to hold to the attached Specifications and to determine "or equal" status.

The undersigned agrees, if the bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of a bid will be calendar days (60 Calendar days unless a different period is inserted by the bidder) after the opening date.

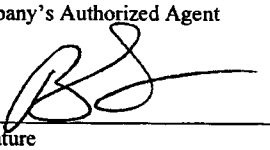
By submitting this bid/proposal and executing the same, the Bidder and the person(s) executing below on Bidder's behalf hereby affirm that they are aware of the provisions of Texas Penal Code Sec. 36.02, 36.08, 36.09 and 36.10 (a copy of which appears on the attached), dealing with the Bribery and Gifts to Public Servants.

Bidder and the person(s) executing below on Bidder's behalf further affirm that they will adhere to such laws and instruct and require all agents, employees and sub-contractors to do the same. Bidder is further aware that any violations of these rules subjects this agreement to revocation, its removal from bid lists, prohibiting future consideration in response to bid solicitations, revocation of permits and prosecution.

Company Name & Address

CDW Government LLC
230 North Milwaukee Ave
Vernon Hills, IL 60061

Company's Authorized Agent



*
Signature

Telephone No. (866) 209-8024

Brandi Steckel - Manager, Proposals
Name and Title (Typed or Printed)

Date 05/14/2015

* CDW Government LLC ("CDW-G") submits this bid response subject only to the terms and conditions contained in the current Texas Panasonic DIR Contract TSO 2520. Any terms and conditions in the bid or elsewhere that are additional to or different from the terms and conditions of the current Texas Panasonic DIR Contract TSO 2520 shall not apply to any transaction(s) that results from CDW-G's submission of its bid response and such transaction(s) shall be subject only to the terms and conditions of the current Texas Panasonic DIR Contract TSO 2520.

B. 36.02 Bribery

(a) A person commits an offense if he intentionally or knowingly offers, confers or agrees to confer with another, or solicits, accepts, or agrees to accept from another:
- (1) any benefit as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion as a public servant, party official or voter,
- (2) any benefit as consideration for the recipient's decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding; or
- (3) any benefit as consideration for a violation of a duty imposed by law on a public servant or party official
- (4) any benefit that is a political contribution as defined by Title 15, Election Code, or that is an expenditure made and reported in accordance with Chapter 305, Government Code, if the benefit was offered, conferred solicited, acceptor agreed to pursuant to an express agreement to take or withhold a specific exercise of official discretion of such exercise of official discretion would not have been take or withheld but for the benefit; notwithstanding any rule of evidence or jury instructions allowing factual inferences in the absence of certain evidence, direct evidence of the express agreement shall be required in any prosecution under this subdivision.

(b) It is no defense to prosecution under this section that a person whom the actor sought to influence was not qualified to act in the desired way whether because he had not yet assumed office or he laced jurisdiction or for any other reason.

(c) It is no defense to prosecution under this section that the benefit is not offered or conferred or that the benefit is not solicited or accepted until after:
(1) the decision, opinion, recommendation, vote or other exercise of discretion has occurred; or
(2) the public servant ceases to be a public servant

(d) It is an exception to the application of Subdivisions (1), (2), and (3) of Subsection (a) that the benefit is a political contribution as defined by Title 15, Election Code, or an expenditure made and reported in accordance with Chapter 305, Government Code.

(e) An offense under this section is a felony of the second degree.

B. 36.08 Gift to Public Servant by Person Subject to His Jurisdiction

(a) A public servant in an agency performing regulatory functions or conducting inspections or investigations commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows to be subject to regulation, inspection, or investigation by the public servant or his agency.

(b) A public servant in an agency having custody of prisoners commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows to be in his custody or the custody of his agency.

(c) A public servant in an agency carrying on civil or criminal litigation on behalf of government commits an offense if he solicits, accepts or agrees to accept any benefit from a person against whom the public servant knows litigation is pending or contemplated by the public servant or his agency.

(d) A public servant who exercises discretion in connection with contracts, purchases, payments, claims or other pecuniary transactions of government commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any contract, purchase, payment, claim, or transaction involving the exercise of his discretion.

(e) A public servant who has judicial or administrative authority, who is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of the tribunals decisions, commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any matter before the public servant or tribunal.

(f) A member of the legislature the governor, the lieutenant governor, or a person employed by a member of the legislature, the governor, the lieutenant governor or an agency of the legislature commits an offense if he solicits, accepts, or agrees to accept any benefit from any person.

(g) A public servant who is a hearing examiner employed by an agency performing regulatory functions and who conducts hearings in contested cases commits an offense if the public servant solicits, accepts, or agrees to accept any benefit on who is appearing before the agency in a contested case, who is doing business with the agency, or who the public servant knows is interested in any matter before the public servant. The exception provided by Section 36.10(b) does not apply to a benefit under this subsection.

(h) An offense under this section is a Class A misdemeanor.

(i) A public servant who receives an unsolicited benefit that the public servant is prohibited from accepting under this Section may donated the benefit to a governmental entity that has the authority to accept the gift or may donate the Benefit to a recognized tax-exempt charitable organization formed of educational, religious, or scientific purposes.

B 36.09 Offering Gift to Public Servant

(a) A person commits an offense if he offers, confers, or agrees to confer any benefit on a public servant that he knows the public servant is prohibited by law from accepting.

(b) An offense under this section if a class A misdemeanor

B 36.10 Non Applicable

(a) Sections 36.08 (Gift to Public Servant) and 36.09 (offering gift to Public Servant) do not apply to:

(1) a fee prescribed by law to be received by a public servant or any other benefit to which the public is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a public servant;
(2) a gift or other benefit conferred on account of kinship or a personal, professional or business relationship independent of the official status of the recipient; or
(3) a benefit to a public servant required to file a statement under Chapter 572, Governmental Code, or a report Title 15, Election code, that is derived from a function in honor appreciation of the recipient if:

(A) the benefit and the source of any benefit in excess of $50 is reported in the statement; and
(B) the benefit is used solely to defray the expenses that accrue in the performance of the duties or activities in connection with the office, which are non-reimbursable by state of political subdivision:

(4) a political contribution as defined by Title 15, Election Code;
(5) a gift, award, or memento to a member of the legislative or executive branch that is required to be reported under chapter 305, Government code:
(6) an item with a value of less than $50, excluding cash or a negotiable instrument as described by Section 3,104, Business and Commerce code; or
(7) an item issued by a governmental entity that allows the use of property of facilities owned, leased or operated by the governmental entity.
(b) Section 36.08 (Gift to Public Servant) does not apply to food, lodging, transportation, or entertainment accepted as a guest and, if the donee is required by law to report those items, reported by the donee in accordance with that law.
(c) Section 36.09 (Offering Gift to Public Servant) does not apply to food, lodging, transportation or entertainment accepted as a guest, and if the donor is required by law to report those items, reported by the donor in accordance with that law.

VENDOR COMPLIANCE TO STATE LAW

The Texas Legislature passed House bill 620 (now Chapter 22S2 of Texas Government code) relative to the award of contracts to non-resident bidders (out-of-state contractors whose corporate offices or principal place of business are outside of the state of Texas). This law provides that, in order to be awarded a contract as low bidder, a non-resident bidder's response for construction, improvements, supplies or services in Texas be bid in amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located.

NON-RESIDENT BIDDERS;

The appropriate blanks must be filled out by all out-of-state or non-resident bidders in order for such bid to meet specifications. The failure of out-of-state or non-resident contractor to do so will automatically disqualify that bidder.

1.Non resident vendors in Illinois (give state), our principal place of business are required to be 0 > * percent lower than resident bidders by state law. Please attach a copy of that statute.

2.Non-resident vendors in_____ (give state), our principal place of business, are not required to underbid resident bidders.

* The only advantage to resident Illinois bidders is that in the case of a tie, in-state companies have preference

RESIDENT BIDDERS

Resident bidders must check below:

Our principal place of business or corporate offices are located in the State of Texas,.

Yes: _____

BIDDER:
(Please Print)

Company: CDW Government LLC

By: Brandi Steckel

Title: Manager, Proposals

Signature: _____

Address: 230 North Milwaukee Ave
Vernon Hills, IL 60061

THIS FORM MUST BE RETURNED WITH YOUR QUOTATION

BID EVALUATION

The MCHD reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities for the best interest of MCHD MCHD reserves the right to determine "or equal" status.

The bid award shall be based on, but not necessarily limited, to the following factors:

1. Unit Price
2. Total bid price
3. Terms and discounts
4. Delivery date
5. Results of testing samples
6. Special needs and requirements of MCHD
7. Past experience with product/service
8. Vendor's past performance
9. District's evaluation of the vendor's ability, financial strength and high ethical standards
10. Demurrage changes, freight costs and mileage
11. Estimated cost of supplies, maintenance, storage, etc.
12. Estimated surplus value, life expectancy
13. Location of manufacturing plant and/or factory
14. Location of maintenance facility/service person; ability to provide service for minimum downtime
15. Product warranty
16. Conformity to specification
17. Training requirement, location, cost
18. Replacement parts pricing
19. Reference information

PERFERENCE

Local Sources: Consideration may be given to local bidders for services and local stocks when evaluating bids, but only to the extent allowed by law. This consideration will be commensurate with the economic benefits provided to MCHD when making such purchases.

Texas Resident Bidders: Except for contracts involving federal forms, a contract may not be awarded to a non-resident out-of –state bidder unless a non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that the Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principle place of business is located. This does not apply in circumstances where non-resident bidder is owned by a majority owner or a parent company with its principle place of business in the Texas Government Code, Chapter 2252 relating to bids by non-resident bidders.

ALL BIDS MUST BE SIGNED BY HAND IN THE SPACE MARKED "SIGNATURE"

Firm Prices: Unless otherwise stated in the specification all prices will be considered firm for acceptance within sixty days of bid opening. Any exception to this must be so stated on face of offer.

Lowest and Best Price: Quote you lowest and best net price, F.O.B., destination freight pre-paid, unless specified otherwise, on each item. If delivery and shipping quantities affect unit bid price, multiple bids may be made to indicate "at price break" quantities in order for MCHD to determine maximum economic benefits. Pricing discount should include packaging and shipping costs unless otherwise specified. Pricing should always be entered on the bid form in ink or typewritten and total must be entered in the TOTAL NET PRICE columns. In case of discrepancy between unit price and extended price, the unit price will be presumed to be correct.

Early Payment Discounts: MCHD does consider all early payment discounts in computing the low bid. MCHD encourages vendors to offer early payment cash discounts.

All Offers Must Be Firm: If the bidder believes it necessary to base price on a price adjustment factor, such an offer May be considered but only as an alternate offer unless the invitation indicates otherwise.

Shipping Charges: If the quoted net price does not include shipping charges, such charges must be itemized separately if bid is based on F.O.B destination. Preference will be given when prices quoted are F.O.B, delivered with all shipping charges prepaid. Unless otherwise stated all items shall be considered as F.O.B delivered.

Prices should be itemized: MCHD reserves the right to award by item or lot.

Taxes: MCHD is exempt and does not pay Federal Excise Tax, Texas state land local retail sales, tax, or certain use taxes. In addition the County is exempt from Texas diesel fuel and gasoline "highway use" taxes and gasoline "off highway use" tax.

Partial Bid Items: Bidders may submit bids on one or all solicited items. A bid on only a partial quantity of a Solicited item, however, will be considered as alternate bid.

Delivery: Time, as stated in number of days, must include Saturdays, Sundays, and holidays. Time of delivery is part of the bid and is of the essence. The required delivery date indicated is at the point of designation. If the requested date cannot be met or the date is not indicated in the bid invitation, you should state your best delivery time.

Alternate bids: If the invitation requests a brand name or "buyer approved equal", the bidder may offer an "equal" Product as an alternate bid. Final determination of "approved-equal" remains with MCHD. Any Catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and grade. Other items of similar and equal quality will be considered provided the respondent state on the face of the proposal exactly what is intended to be furnished. Otherwise the bidder will be required to furnish the items as specified on the proposal.

Acknowledgement of Amendments: Any changes, additions, or clarifications to bid requests are made by amendments (addenda). The addends are sent to all bidders on our vendor register, and must be acknowledged upon receipt. This is done by signing the addendum, and returning it with the completed Request for Bid for when the sealed bid is submitted.

Partial Awards: Unless the bid document specifies otherwise, Montgomery County Hospital District may award a contract for any item or group of items shown on the bid request.

Reservations: MCHD expressly reserves the right to:

- Waive as an informality, minor deviations from specification and amend bid specifications through written agenda.
- Waive any defect, irregularity of informality in any offer of solicitation procedures.
- Reject any, all, or portions of a bid.
- Reissue a bid request.
- Extend the bid opening time and date.
- Procure any items by other means.
- Increase or decrease the quantity specified in the bid invitation, unless the bid specified otherwise
- Consider and accept an alternate offer when it is in the best interests of MCHD.
- To seek and obtain its own financing arrangements with one or more financing entities of MCHD choice.
- Extend the contracted price to future purchases over the next one (1) year(s). Percentage increases may be specified by bidder or negotiated at a later date.

Payment Inquiries: **Please insure that you obtain as much information as possible before you submit your bid.**

Montgomery County Hospital District
Calvin Hon
1400 S Loop 336 W
Conroe, Texas 77304

Montgomery County Hospital District
Emergency Medical Services
May 2015

Panasonic Toughbook CF19

Price Quote Specification and Requirement List

Quantity: Minimum of 10 up to Maximum of 15

1. Panasonic CF-19 – Panasonic Part # **CF-195HCAXLM**
2. 3 Yr Protection Plus Insurance – Panasonic Part # **CF-SVCLTNF3Y**
3. Panasonic 8GB Toughbook Memory – Panasonic Part # **CF-KBAS08GM**

4. Vendor must respond in a separate letter regarding if vendor can guarantee bid pricing for 6 months from bid submission date for possible additional purchase.

* Product has gone discontinued from Panasonic, please see attached email from Panasonic for more information

CDW·G

CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO	ACCOUNT NO	DATE
GDTC953	6410532	5/12/2015

BILL TO:
MONTGOMERY COUNTY HOSPITAL DIST
PO BOX 478

Accounts Payable
CONROE , TX 77305-0478

Customer Phone #

SHIP TO:
MONTGOMERY COUNTY HOSPITAL DISTRICT
Attention To: CALVIN HON
1400 S LOOP 336 W

CONROE , TX 77304-3504
Contact: CALVIN HON 936.523.1120

Customer P.O. # PAN TOUGHBOOK 15X
QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
RICH KLABANOFF 866.209.8024	UPS Ground	Net 30 Days-Healthcare	GOVERNMENT

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
15	3712444	PAN TB CF 19 I5-3610ME 128GB 4GB Mfg#: CF-19ZE289CM Contract: MARKET	3,350.00	50,250.00
15	470719	PAN TOUGHBOOK WARRANTY PRO PLUS 3YR Mfg#: CF-SVCLTNF3Y Contract: Texas Panasonic DIR TSO 2520 DIR-TSO-2520 Electronic distribution - NO MEDIA	215.00	3,225.00
15	3236643	PANASONIC 8GB TOUGHBOOK MEMORY Mfg#: CF-KBAS08GM Contract: Texas Panasonic DIR TSO 2520 DIR-TSO-2520	215.00	3,225.00
		SUBTOTAL		56,700.00
		FREIGHT		461.01
		TAX		0.00

US Currency

TOTAL 57,161.01

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.8643

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Dan Calhoun

From: Pottorf, Lisa <lisa.pottorf@ext.us.panasonic.com>
Sent: Thursday, May 14, 2015 1:24 PM
To: Rich Klabanoff
Subject: Re: Discontinued Part

I confirmed again with Synnex and yes..that SKU has been discontinued!

Lisa Pottorf
Panasonic System Communications Company North America
Healthcare Vertical
Inside Sales Representative

Toll Free: (877) 826-6560, x578
lisa.pottorf@ext.us.panasonic.com

From: Rich Klabanoff <richkla@cdw.com>
Sent: Thursday, May 14, 2015 1:12 PM
To: Pottorf, Lisa
Subject: Discontinued Part

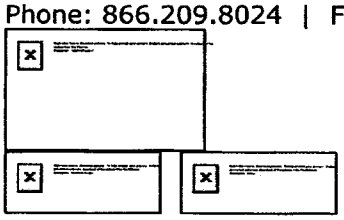
Lisa

Can you please reply confirming that your MFG# Panasonic CF-19 – Panasonic Part # **CF-195HCAXLM** is in fact discontinued?

The customer has requested this for his records.

Thank you much

Richard Klabanoff
Senior Account Manager | CDW Healthcare
Phone: 866.209.8024 | Fax: 312.705.8643



Try Me: http://www.cdwhealthcareguide.com/
Have you accessed your EXTRANET today? Click to Log On.
http://www.cdwg.com/shop/eaccount/logon.asp?
View Quotes -Print Invoices -Order Status & Tracking Numbers
If you do not wish to receive e-mails from your CDW•G representative related to product or service offers, please reply to this e-mail with "unsubscribe" in the subject line.

Agenda Item # 13

We Make a Difference!

To: Board of Directors

From: Stephani Ochoa, Materials Management Manager

Date: May 26, 2015

Re: **Zoll X-Series Unit Sole Source Letter**

Consider and act on sole source letter for purchase of one (1) Zoll X-Series Units. (Mr. Fawn, Chair – EMS Committee)

Yes	No	N/A	
☒	☐	☐	Budgeted item?
☒	☐	☐	Within budget?
☐	☐	☒	Renewal contract?
☐	☐	☒	Special request?

ZOLL®

269 Mill Road
Chelmsford, Massachusetts 01824-4105
978·421·9655 (main)
978·421·0025 (fax)
www.zoll.com

May 13, 2015

Diane Sandel
Montgomery County Hospital District EMS
1300 South Loop 336 West
Conroe, Texas 77304

Dear Ms. Sandel:

We appreciate your selection of ZOLL® products for Montgomery County Hospital District EMS. This letter serves as confirmation that ZOLL® Medical Corporation at 269 Mill Road in Chelmsford, Massachusetts, is the sole manufacturer and source of X Series® Defibrillators for the EMS Market. ZOLL® or Steve Bagwell, Territory Manager will not sell an X Series® Defibrillator to Montgomery County Hospital District EMS through any vendor or dealer.

Should you have any questions or require additional information please contact me at 800-348-9011 x 9821.

Sincerely,

Matthew LaRivee
Federal Government Contract and Sales Specialist

ZOLL®

TO: Montgomery County Hospital District

1400 S Loop 336 W
Conroe, TX 77304
Attn: **Jared Cosper**

email: jcosper@mchd-tx.org
Tel: 936-521-5650

ZOLL Medical Corporation
Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

QUOTATION 189916 V:1

DATE: April 30, 2015

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231411-01	**X Series ® Manual Monitor/Defibrillator $14,995** with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal sreen, full 12 ECG lead view with both dynamic and static 12-lead mode display. **Accessories Included:** • Six (6) foot 3- Lead ECG cable • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Carry case • Declaration of Conformity • Operator's Manual • Quick Reference Guide • **One (1)-year EMS warranty** **Advanced Options:** **Real CPR Help Expansion Pack $ 995** CPR Dashboard quantitive depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering **ZOLL Noninvasive Pacing Technology: $2,550** **Masimo Pulse Oximetry**	1	$41,015.00	$31,581.55	$31,581.55 *

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

Page 1 Subtotal **$31,581.55**

1. DELIVERY WILL BE MADE 7-10 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Steven Bagwell
EMS Territory Manager
800-242-9150, x9295

ZOLL®

TO: Montgomery County Hospital District

1400 S Loop 336 W
Conroe, TX 77304
Attn: **Jared Cosper**

email: jcosper@mchd-tx.org
Tel: 936-521-5650

ZOLL Medical Corporation
Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

QUOTATION 189916 V:1

DATE: April 30, 2015

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		SP02& SpCO $4,540 • Signal Extraction Technology (SET) • Rainbow SET (for SpCO & SpMet) **NIBP Welch Allyn includes: $3,495** • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff **End Tidal Carbon Dioxide monitoring (ETCO2)** **Oridion Microstream Technology: $4,995** Order required Microstream tubing sets separately **Interpretative 12- Lead ECG: $8,450** • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set **Two Temperature monitoring channels with digital displays: $ 995** Order Temperature probes separately				
2	8000-0341	**SpO2/SpCO/SpMet Rainbow Resuable Patient Cable: Connects to Single Use Sensors (4 ft)**	1	$225.00	$173.25	$173.25 *
3	8000-000371	**SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)**	1	$495.00	$381.15	$381.15 *
4	8000-0580-01	**Six hour rechargeable Smart battery**	2	$495.00	$381.15	$762.30 *
		Reflects Discount Pricing.				

TOTAL **$32,898.25**

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

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7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Steven Bagwell
EMS Territory Manager
800-242-9150, x9295

ZOLL QUOTATION GENERAL TERMS & CONDITIONS

1. ACCEPTANCE. This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract" the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

2. DELIVERY AND RISK OF LOSS. Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

3. TERMS OF PAYMENT. Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

4. CREDIT APPROVAL. All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

5. TAXES & FEES. The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

6. WARRANTY. (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation: (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment: (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and bumout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. SOFTWARE LICENSE. (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth, (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein, (c) All rights in the Software remain the product of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation, (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

8. DELAYS IN DELIVERY. ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

9. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATIONS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

10. PATENT INDEMNITY. ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

11. CLAIMS FOR SHORTAGE. Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

12. RETURNS AND CANCELLATION. (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than $50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

13. APPLICABLE LAW. This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

14. COMPLIANCE WITH LAWS. (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

15. NON-WAIVER OF DEFAULT. In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

16. ASSIGNMENT. This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

17. TITLE TO PRODUCTS. Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.

VETERAN'S EMPLOYMENT - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

EMPLOYMENT OF HANDICAPPED - if this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

EQUAL OPPORTUNITY EMPLOYMENT - if this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

19. VALIDITY OF QUOTATION. This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

20. GENERAL. Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.

ZOLL Medical Corporation

Agenda Item # 15

We Make a Difference!

To: Board of Directors

From: Stephani Ochoa, Materials Management Manager

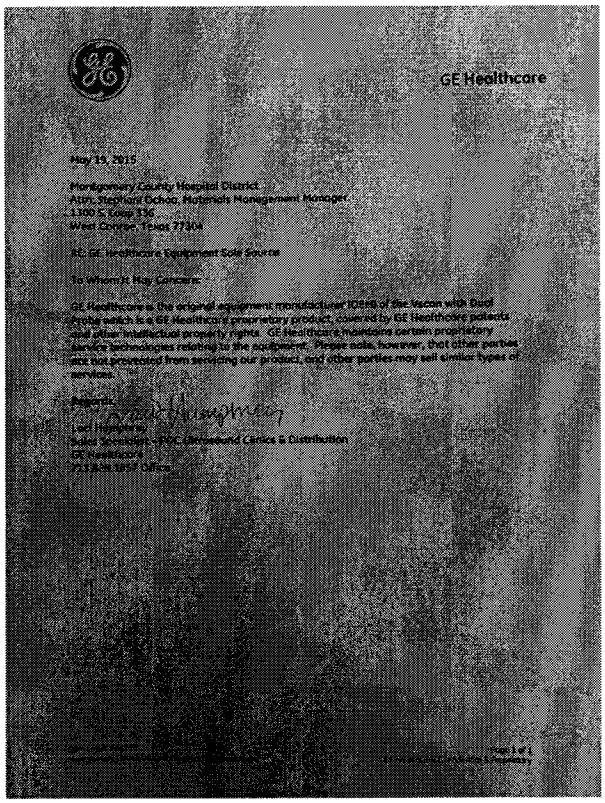
Date: May 26, 2015

Re: **GE Vscan Sole Source Letter**

Consider and act on sole source letter for purchase of four (4) Vscan Ultrasound Units.
(Mr. Fawn, Chair – EMS Committee)

"Budgeted amount is $32,400, but the total amount for the 4 units is $36,526.40. GE had a price increase from the time we solicited a quote during last year's budget planning."

Yes	No	N/A	
☒	☐	☐	Budgeted item?
☐	☒	☐	Within budget?
☐	☐	☒	Renewal contract?
☐	☐	☒	Special request?



GE Healthcare

May 13, 2015

Montgomery County Hospital District
ATTN: Stafford Ochoa, Materials Management Manager
1100 S. Loop 336
West Conroe, Texas 77304

RE: GE Healthcare Equipment Sole Source

To Whom It May Concern:

GE Healthcare is the original equipment manufacturer (OEM) of the Vscan with Dual Probe which is a GE Healthcare proprietary product, covered by GE Healthcare patents and other intellectual property rights. GE Healthcare maintains certain proprietary service technologies relating to the equipment. Please note, however, that other parties are not prevented from servicing our product, and other parties may sell similar types of services.

Regards,

Lori Hathaway
Sales Specialist - POC Ultrasound Canada & Distribution
GE Healthcare
713 & 832 Area Office

Page 1 of 1

GE Healthcare

Date: 04-29-2015
Quote #: PR2-C46170
Version #: 4

Montgomery County Hospital District
1400 N Loop 336 W
Conroe TX 77304-3504

Attn: Jordan Anderson
1400 N Loop 336 W Conroe
TX 77304-3504

Customer Number :
Quotation Expiration Date: 06-04-2015

This Agreement, as defined below, is by and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified herein. "Agreement" is defined as this Quotation and the terms and conditions set forth in either (i) the Governing Agreement identified below or (ii) if no Governing Agreement is identified, the following documents:

1) this Quotation that identifies the Product offerings purchased or licensed by Customer;

2) the following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranty(ies); (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions.

In the event of conflict among the foregoing terms, the order of precedence is as listed above.

This Quotation is subject to withdrawal by GE Healthcare at any time before acceptance. Customer accepts by signing and returning this Quotation or by otherwise providing evidence of acceptance satisfactory to GE Healthcare. Upon acceptance, this Quotation and the related terms and conditions listed above (or the Governing Agreement, if any) shall constitute the complete and final agreement of the parties relating to the Products identified in this Quotation.

No agreement or understanding, oral or written, in any way purporting to modify this Agreement, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding unless hereafter signed in a writing by authorized representatives of both parties.

By signing below, each party certifies that it has not made any handwritten modifications.

Governing Agreement:	Amerinet Target Buy
Terms of Delivery:	FOB Destination
Billing Terms:	80% delivery / 20% Installation
Payment Terms:	NET 30
Total Quote Net Selling Price:	$36,526.40

INDICATE FORM OF PAYMENT:

If "GE HFS Loan" or "GE HFS Lease" is NOT selected at the time of signature, then you may NOT elect to seek financing with GE Healthcare Financial Services (GE HFS) to fund this arrangement after shipment.

____Cash/Third Party Loan
____GE HFS Lease
____GE HFS Loan
____Third Party Lease (please identify financing company) _____

By signing below, each party certifies that it has not made any handwritten modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

Each party has caused this agreement to be executed by its duly authorized representative as of the date set forth below.

CUSTOMER

6/4/15
Authorized Customer Signature — Date

Randy Johnson CEO
Print Name — Print Title

35167
Purchase Order Number (if applicable)

GE HEALTHCARE
Laci Humphrey — 04-29-2015
Signature — Date

Sales Specialist - POC Ultrasound Clinics & Distribution
Email: laci.humphrey@ge.com
Office: +1 713 829 1857

GE Healthcare Confidential & Proprietary

GE Healthcare

Date: 04-29-2015
Quote #: PR2-C46170
Version #: 4

Total Quote Selling Price	**$36,526.40**
Trade-In and Other Credits	$0.00
Total Quote Net Selling Price	**$36,526.40**

To Accept this Quotation

Please sign and return this Quotation together with your Purchase Order To:
Laci Humphrey
Office: +1 713 829 1857
Email: laci.humphrey@ge.com

Payment Instructions

Please **Remit** Payment for invoices associated with this quotation to:
GE Medical Systems
Ultrasound Primary Care Diagnostics, LLC
75 Remittance Drive, Suite #1080
Chicago, IL 60675-1080

To Accept This Quotation

- Please sign the quote and any included attachments (where requested).
- If requested, please indicate, your form of payment.
- If you include the purchase order, please make sure it references the following information
  - The correct Quote number and version number above
  - The correct Remit To information as indicated in **"Payment Instructions"** above
  - The correct SHIP TO site name and address
  - The correct BILL TO site name and address
  - The correct Total Quote Net Selling Price as indicated above

GE Healthcare Confidential & Proprietary

GE Healthcare

Date: 04-29-2015
Quote #: PR2-C46170
Version #: 4

Item No.	QTY	CATALOG	DESCRIPTION	List Price	Ext Sell Price
	1		**Vscan with Dual Probe**		
1	4	H45571SR	Carrying case Carrying case with shoulder strap and belt clip	$65.00	$166.40
2	4	H45561BS	Battery Secondary of replacement battery for Vscan.	$160.00	$409.60
3	4	H45561BW	AC Adapter Secondary or replacement universal power supply with 100-240 V~ 50/60 Hz and global plugs which can be connected with docking station as well as with separate battery charger.	$120.00	$307.20
4	4	H45561BX	Battery Charger Adapter unit to charge Vscan battery taken out from Vscan device. Universal power supply is not included.	$95.00	$243.20
5	4	H45571VA	Vscan* with Dual Probe (quantity 4-9) Vscan* with Dual Probe is general purpose diagnostic ultrasound imaging system for use by qualified and trained health care professionals enabling visualization and measurement of anatomical structures and fluid. With a single probe solution, The dual headed probe integrates both linear and phased array transducers that allows for a wide range of clinical applications. Its pocket-sized portability and simplified user interface enables integration into examination and training sessions indoors and in other environments described in the user manual. The information can be used for basic/focused assessments and adjunctively with other medical data for clinical diagnosis purposes during routine, periodic monitoring, triage assessments and procedural guidance for adults and pediatrics. Vscan with Dual Probe is cleared for cardiac,	$8,850.00	$35,400.00

GE Healthcare Confidential & Proprietary

GE Healthcare

Date: 04-29-2015
Quote #: PR2-C46170
Version #: 4

Item No.	QTY	CATALOG	DESCRIPTION	List Price	Ext Sell Price
			abdominal, renal, OB/GYN, urology, fetal, evaluation of presence of fluid, peripheral vascular imaging, procedure guidance for arterial or venous vessels, Imaging Guidance for Needle/Catheter Placement thoracic/lung, thyroid and other small organs, long bone, hip and knee joints, and pediatrics. Vscan family of products is complemented with gateway software enabling image management at customers' PC, a Vscan web portal, including online access to product and clinical information. Following components are included in standard configuration: Vscan with Dual Probe scanner, docking station including global AC adapter with interchangeable plugs (USA and China, EU, UK, Australia) and USB cable, Vscan gateway software, one rechargeable battery, 4 GB Micro-SD memory card, soft case, and access to Vscan web portal with entitlement to full online references. In some countries gel (60 g bottle) may also be included in the standard configuration. *Trademark of General Electric Company		
			Configuration List Price:		$37,160.00
			Quote Summary:		
			Total List Price:		**$37,160.00**
			Total Extended Selling Price:		**$36,526.40**
			Total Quote Net Selling Price		**$36,526.40**
			(Quoted prices do not reflect state and local taxes if applicable.)		

GE Healthcare Confidential & Proprietary

General Terms and Conditions

GE Healthcare

These GE Healthcare General Terms and Conditions supplement and incorporate by reference the GE Healthcare Quotation that identifies the Product and/or Service offering purchased or licensed by Customer and the following documents, as applicable, if attached to or referenced in the Quotation: the GE Healthcare (i) Warranty(ies); (ii) Additional Terms and Conditions or Statement of Service Deliverables and Product Schedule; and (iii) Product or Service Terms and Conditions, (collectively, referred to as the "Agreement").

References herein to "Products" and "Services" mean the Products (including equipment and software) and Services identified on the applicable GE Healthcare Quotation. References herein to "Healthcare IT Products" are (i) those software products identified in the Quotation as a "Centricity" product, any third party software licensed for use in connection with the Centricity software, all hardware used to operate the Centricity or the third party software, and services provided with respect to the implementation, installation or support and maintenance of the Centricity or the third party software, and/or (ii) any software, product or service that is included in a Quotation which Quotation is designated as an "Healthcare IT Quotation".

1. General Terms.

1.1. Confidentiality. Each party will treat the terms of this Agreement and the other party's written, proprietary business information as confidential if marked as confidential or proprietary. Customer will treat GE Healthcare's (and GE Healthcare's third party vendors') software and technical information as confidential information whether or not marked as confidential and shall not use or disclose to any third parties any such confidential information except as specifically permitted in this Agreement or as required by law (with reasonable prior notice to GE Healthcare) or as is required by the U.S. Federal government in its capacity as a customer. The receiving party shall have no obligation with respect to any information which (i) is or becomes within the public domain through no act of the receiving party in breach of this Agreement, (ii) was in the possession of the receiving party prior to its disclosure or transfer and the receiving party can so prove, (iii) is independently developed by the receiving party and the receiving party can so prove, or (iv) is received from another source without any restriction on use or disclosure. GE Healthcare understands that Customer may be subject to State Open Records laws. Customer shall not be prohibited from complying with such Open Records laws if required to do so; however, Customer shall (a) promptly notify GE Healthcare in writing of any such Open Records laws requests, (b) give GE Healthcare sufficient time to challenge the request or redact any necessary information to the extent permitted by law, and (c) only provide such information as is necessary to comply with such Open Records laws.

1.2. Governing Law. The law of the State where the Product is installed or the Service is provided will govern this Agreement.

1.3. Force Majeure. Neither party is liable for delays or failures in performance (other than payment obligations) under this Agreement due to a cause beyond its reasonable control. In the event of such delay, the time for performance shall be extended as reasonably necessary to enable performance.

1.4. Assignment; Use of Subcontractors. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may transfer and assign this Agreement without the other party's consent to any person or entity (except to a GE Healthcare competitor) that is an affiliate of such party or that acquires substantially all of the stock or assets of such party's applicable business if any such assignee agrees, in writing, to be bound by the terms of this Agreement, including the payment of any existing or outstanding fees and invoices. Subject to such limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement shall not be terminable in the event of any Customer stock or asset sale, merger, acquisition or change in control, unless otherwise expressly agreed to in writing by GE Healthcare. GE Healthcare may hire subcontractors to perform work under this Agreement (including, but not limited to, work that involves access to Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI")), provided that GE Healthcare will at all times remain responsible for the performance of its obligations and duties under this Agreement.

1.5. Amendment; Waiver; Survival. This Agreement may be amended only in writing signed by both parties. Any failure to enforce any provision of this Agreement is not a waiver of that provision or of either party's right to later enforce each and every provision. The terms of this Agreement that by their nature are intended to survive its expiration (such as the confidentiality provisions included herein) will continue in full force and effect after its expiration.

1.6. Termination. If either party materially breaches this Agreement and the other party seeks to terminate this Agreement for such breach, such other party shall notify the breaching party in writing, setting out the breach, and the breaching party will have sixty (60) days following receipt of such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may terminate this Agreement by written notice to the breaching party. If GE Healthcare determines in good faith at any time that there are material credit issues, with this Agreement, then GE Healthcare may terminate this Agreement (including warranty services hereunder) immediately upon written notice to Customer. For the avoidance of doubt, this Agreement is not terminable for convenience and may only be terminated in accordance with this Agreement.

1.7. Entire Agreement and Waiver of Reliance. This Agreement constitutes the complete and final agreement of the parties relating to the Products and/or Services identified in the Quotation. The parties agree that they have not relied, and are not relying, on any oral or written promises, terms, conditions, representations or warranties, express or implied, outside those expressly stated or incorporated by reference in this Agreement. No agreement or understanding, oral or written, in any way purporting to modify this Agreement, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding unless hereafter agreed to in writing and signed by authorized representatives of both parties. Each party objects to any terms inconsistent with this Agreement proposed by either party unless

agreed to in writing and signed by authorized representatives of both parties, and neither the subsequent lack of objection to any such terms, nor the delivery of the Products and/or Services, shall constitute an agreement by either party to any such terms. The parties agree that any provision in this Agreement in 'all caps' type satisfies any requirements at law or in equity that provisions be conspicuously marked.

2. Compliance.

2.1. Generally. Each party will comply with the requirements of Federal and State laws and regulations that are applicable to such party. This Agreement is subject to GE Healthcare's on-going determination that Customer and this Agreement comply with all applicable laws and regulations, including those relating to workplace safety, FDA matters, Federal Healthcare Program Anti-kickback compliance, export/import control and money laundering prevention. CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS ARE OR MAY BE SUBJECT TO REGULATION BY THE FDA AND OTHER FEDERAL OR STATE AGENCIES. CUSTOMER SHALL NOT USE OR PERMIT THE PRODUCTS TO BE USED IN ANY MANNER THAT DOES NOT COMPLY WITH APPLICABLE FDA OR OTHER REGULATIONS OR FOR ANY NON-MEDICAL, ENTERTAINMENT, OR AMUSEMENT PURPOSES. Customer shall not use or permit the Product to be used or operated by any person who does not have sufficient knowledge to competently perform the required task and who is not fully trained on the operation of the Product. Customer is solely responsible for ensuring that Customer and its employees, licensed and unlicensed healthcare staff, representatives, agents and/or contractors who operate, maintain and/or have access to the Products and/or Services, excluding GE Healthcare employees, representatives, agents and/or contractors ("Customer Personnel") are properly trained and fully competent on the operation of the Product. Further, Customer represents that it is purchasing the Products for its own use consistent with the terms of this Agreement and that it does not intend to re-sell the Products to any other party or to export the Products outside the country to which GE Healthcare delivers the Products.

2.2. Cost Reporting. Customer represents and warrants that it shall comply with (a) the applicable requirements of the Discount Statutory Exception, 42 U.S.C. 1320a-7b(b)(3)(A), and the Discount Safe Harbor, 42 C.F.R. § 1001.952(h), with respect to any discounts Customer may receive under this Agreement and (b) the Warranties Safe Harbor, 42 C.F.R. § 1001.952(g), with respect to any price reductions of an item (including a free item) which were obtained as part of a warranty under this Agreement. Customer agrees that, if Customer is required to report its costs on a cost report, then (i) the discount must be based on purchases of the same good bought within a fiscal year; (ii) Customer must claim the benefit in the fiscal year in which the discount is earned or in the following year; (iii) Customer must fully and accurately report the discount in the applicable cost report; and (iv) Customer must provide, upon request, certain information required to be provided to Customer by GE Healthcare as a seller or offeror, as appropriate. If Customer is an individual or entity in whose name a claim or request for payment is submitted for the discounted items, the discount must be made at the time of the sale of the good; and Customer must provide, upon request, certain information required to be provided to Customer by GE Healthcare as a seller or offeror, as appropriate. GE Healthcare agrees to comply with the applicable requirements for sellers or offerors under the Discount Safe Harbor, as appropriate.

2.3. Network Security and Site Access Control. Customer shall be solely responsible for establishing and maintaining network security, virus protection, backup and disaster recovery plans for any data, images, software or equipment. GE Healthcare shall not be responsible for any recovery of lost data or images. Customer shall comply with all applicable laws and regulations related to site access control.

2.4. Environmental Health and Safety. GE Healthcare shall have no obligation to provide Products and/or perform Services until Customer (i) provides and maintains a suitable, safe and hazard-free location and environment for the GE Healthcare Products and personnel performing Services in material compliance with all applicable Federal, State, and local requirements, as well as any written requirements provided by GE Healthcare; (ii) performs GE Healthcare recommended routine maintenance and operator adjustments on the Product; and (iii) ensures that any service not provided by GE Healthcare is performed, and GE Healthcare Products are used, in accordance with applicable user documentation.

Customer shall provide written information to GE Healthcare personnel who will be present on Customer's site about Customer's safety procedures and practices as well as a list of any hazardous materials, such as asbestos, lead or mercury, on or near Customer's site that GE Healthcare personnel may come in contact with and any associated Safety Data Sheets. Customer shall be responsible for taking all necessary actions to properly abate, remove and/or remediate any hazardous conditions or materials, including removing blood, body fluids and other potentially infectious materials. GE Healthcare shall have no responsibility to abate, or liability for, any existing hazardous conditions at Customer site. Customer shall be responsible for proper management, storage and disposal of all service and/or installation-related waste, unless GE Healthcare is legally required to take back the materials (e.g., batteries, WEEE, packaging).

2.5. Parts Not Supplied By GE Healthcare. GE Healthcare recommends the use of parts that it has (i) validated through configuration and (ii) received from authorized suppliers. GE Healthcare is not responsible for the quality of parts supplied by third parties to Customer. GE Healthcare cannot assure Product functionality or performance when non-GE Healthcare parts are used on the Product.

2.6. Training. Any Product training identified in the Quotation shall be in accordance with GE Healthcare's then-current training offerings and terms. Customer agrees that completion of GE Healthcare's training offerings does not guarantee that Customer and Customer Personnel are fully and completely trained on the use, maintenance, and operation of the Product or that completion of GE Healthcare's training will satisfy any licensure and/or accreditation standards. Customer further agrees that it is Customer's sole and non-delegable duty to ensure that Customer and Customer Personnel are properly trained on and fully qualified in the use and operation of the Product. Unless otherwise stated in the training catalog description, training must be completed by Customer within twelve (12) months after (i) the date of Product delivery for training purchased with Products; (ii) the start date for Services for training purchased with Services; or (iii) the date Customer purchases training if such training is not purchased with Products and/or Services. If training is not completed within the applicable time period due to no fault of GE Healthcare, GE Healthcare's obligation to provide the training will expire without refund.

2.7. Medical Diagnosis and Treatment. All clinical and medical treatment and/or diagnostic decisions are the sole responsibility of Customer and Customer Personnel. Customer agrees that GE Healthcare is in no way responsible for the clinical and medical treatment and/or diagnostic decisions made by Customer and Customer Personnel.

2.8. Use of Data.

(a) Protected Health Information. To the extent GE Healthcare creates, receives, maintains, transmits or otherwise has access to any PHI in the course of performing under this Agreement, GE Healthcare shall only use and disclose such PHI as permitted by the administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, Pub. Law 104-191 (August 21, 1996), its implementing regulations, and the Health Information Technology for Economic and Clinical Health ("HITECH") Act and its implementing regulations (collectively, "HIPAA"), and the applicable Business Associate Agreement between the Parties.

(b) Other Information. Customer agrees that GE Healthcare may also create, receive, maintain, transmit and otherwise have access to machine, technical, system, usage and related information that is not PHI, including, but not limited to, information about Customer's Product, Service, system and software, that is gathered periodically to facilitate the provision of Product support, consulting, training and other services to Customer (if any), and to verify compliance with the terms of this Agreement. GE Healthcare or its agents may use such information to provide, develop or improve GE Healthcare's products or services.

2.9. Compliance with Customer Policies. GE Healthcare will use commercially reasonable efforts to respect Customer policies to the extent that such policies apply to GE Healthcare under this Agreement, and do not materially contradict GE Healthcare policies, provided that Customer furnishes to GE Healthcare a complete copy of said policies prior to GE Healthcare's commencement of performance under this Agreement. Under no circumstances, however, will GE Healthcare's failure, or the failure of GE Healthcare's employees or contractors, to respect Customer policies constitute a material breach by GE Healthcare under this Agreement, unless such failure is willful and materially and adversely affects GE Healthcare's ability to perform its obligations under this Agreement.

2.10. Insurance. GE Healthcare shall maintain insurance coverage in accordance with its standard certificate of insurance, a copy of which is available upon Customer's request.

2.11. Excluded Provider. GE Healthcare represents that, to its knowledge, neither it nor its employees performing services under this Agreement have been excluded from participation in any Federal Healthcare Program. In the event an employee performing services under this Agreement is excluded, GE Healthcare will replace such employee within a commercially reasonable time. In the event GE Healthcare is excluded, Customer may terminate this Agreement upon written notice to GE Healthcare.

3. Disputes; Liability; and Indemnity.

3.1. Waiver of Jury Trial. UNLESS OTHERWISE EXPRESSLY PROHIBITED BY APPLICABLE LAW, EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.

3.2. Limitation of Liability. GE HEALTHCARE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY DIRECT DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, SHALL NOT EXCEED: (A) FOR PRODUCTS OR SERVICES, OTHER THAN SERVICES UNDER AN ANNUAL SERVICE CONTRACT, THE PRICE FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE CLAIM; OR (B) FOR ANNUAL SERVICE CONTRACTS, THE ANNUAL CONTRACT PRICE FOR THE SERVICE THAT IS THE BASIS FOR THE CLAIM. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

3.3. Exclusion of Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT (OR OTHERWISE IN CONNECTION WITH THE PRODUCTS AND SERVICES) FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE. THE EXCLUSION OF DAMAGES SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

3.4. IP Indemnification. GE HEALTHCARE WILL DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER FROM ANY THIRD PARTY CLAIMS FOR INFRINGEMENT OF UNITED STATES INTELLECTUAL PROPERTY RIGHTS ARISING FROM CUSTOMER'S USE OF GE HEALTHCARE MANUFACTURED EQUIPMENT AND/OR GE HEALTHCARE PROPRIETARY SOFTWARE LISTED IN THE QUOTATION (COLLECTIVELY, "INFRINGING PRODUCT") IN ACCORDANCE WITH THEIR SPECIFICATIONS AND WITHIN THE LICENSE SCOPE GRANTED IN THIS AGREEMENT. IF ANY SUCH CLAIM MATERIALLY INTERFERES WITH CUSTOMER'S USE OF SUCH EQUIPMENT AND/OR SOFTWARE, GE HEALTHCARE SHALL, AT ITS OPTION: (I) SUBSTITUTE FUNCTIONALLY EQUIVALENT NON-INFRINGING PRODUCTS; (II) MODIFY THE INFRINGING PRODUCT SO THAT IT NO LONGER INFRINGES BUT REMAINS FUNCTIONALLY EQUIVALENT; (III) OBTAIN FOR CUSTOMER AT GE HEALTHCARE'S EXPENSE THE RIGHT TO CONTINUE TO USE THE INFRINGING PRODUCT; OR (IV) IF THE FOREGOING ARE NOT COMMERCIALLY REASONABLE, REFUND TO CUSTOMER THE PURCHASE PRICE, AS DEPRECIATED (BASED ON FIVE (5) YEAR STRAIGHT-LINE DEPRECIATION), FOR THE INFRINGING PRODUCT. ANY SUCH CLAIMS ARISING FROM CUSTOMER'S USE OF SUCH INFRINGING PRODUCT AFTER GE HEALTHCARE HAS NOTIFIED CUSTOMER TO DISCONTINUE USE OF SUCH INFRINGING PRODUCT AND OFFERED ONE OF THE REMEDIES SET FORTH IN CLAUSES (I) THROUGH (IV) ABOVE ARE THE SOLE RESPONSIBILITY OF CUSTOMER. THIS SECTION REPRESENTS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY (AND GE HEALTHCARE'S SOLE AND EXCLUSIVE LIABILITY) REGARDING ANY INFRINGEMENT CLAIM ASSOCIATED WITH SUCH INFRINGING PRODUCT. THE ABOVE INDEMNIFICATION OBLIGATION IS CONDITIONAL UPON CUSTOMER PROVIDING GE HEALTHCARE PROMPT WRITTEN NOTICE OF THE INFRINGEMENT CLAIM AFTER RECEIVING NOTICE OF SUCH CLAIM, ALLOWING GE HEALTHCARE TO CONTROL THE DEFENSE OF SUCH CLAIM, AND REASONABLY COOPERATING WITH GE HEALTHCARE IN SUCH DEFENSE. GE HEALTHCARE'S RIGHT TO CONTROL THE DEFENSE AND DISPOSITION OF THE INFRINGEMENT CLAIM SHALL INCLUDE THE RIGHT TO SELECT COUNSEL TO REPRESENT CUSTOMER AT GE HEALTHCARE'S EXPENSE; PROVIDED, HOWEVER, THAT CUSTOMER MAY RETAIN ADDITIONAL COUNSEL AT CUSTOMER'S EXPENSE. ANY EXPENSES, INCLUDING LEGAL FEES AND COSTS, INCURRED BY CUSTOMER PRIOR TO TENDERING CONTROL OF THE DEFENSE TO GE HEALTHCARE SHALL NOT BE REIMBURSABLE BY GE HEALTHCARE. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, GE HEALTHCARE SHALL NOT HAVE ANY OBLIGATION TO CUSTOMER HEREUNDER FOR INFRINGEMENT CLAIMS BASED ON OR RESULTING FROM: (A) USE OF SUCH INFRINGING PRODUCT IN COMBINATION WITH ANY COMPUTER SOFTWARE, TOOLS, HARDWARE, EQUIPMENT, MATERIALS, OR SERVICES, NOT FURNISHED OR AUTHORIZED IN WRITING FOR USE BY GE HEALTHCARE; (B) USE OF SUCH INFRINGING PRODUCT IN A MANNER OR ENVIRONMENT OR FOR ANY PURPOSE FOR WHICH GE HEALTHCARE DID NOT DESIGN OR LICENSE IT, OR IN VIOLATION OF GE HEALTHCARE'S USE INSTRUCTIONS; OR (C) ANY MODIFICATION OF SUCH INFRINGING PRODUCT BY CUSTOMER OR ANY THIRD PARTY. GE HEALTHCARE SHALL NOT BE RESPONSIBLE FOR ANY COMPROMISE OR SETTLEMENT OR

CLAIM MADE BY CUSTOMER WITHOUT GE HEALTHCARE'S WRITTEN CONSENT. THIS INDEMNIFICATION OBLIGATION IS EXPRESSLY LIMITED TO THE GE HEALTHCARE MANUFACTURED EQUIPMENT AND/OR GE HEALTHCARE PROPRIETARY SOFTWARE LISTED IN THE QUOTATION.

3.5. General Indemnification. GE HEALTHCARE AGREES TO RELEASE, INDEMNIFY AND HOLD CUSTOMER HARMLESS FOR ANY THIRD PARTY DAMAGES CUSTOMER BECOMES LEGALLY OBLIGATED TO PAY RELATED TO BODILY INJURY OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT THAT SUCH DAMAGES ARE DETERMINED TO BE PROXIMATELY CAUSED BY A MANUFACTURING DEFECT, DESIGN DEFECT, NEGLIGENT FAILURE TO WARN, NEGLIGENT INSTALLATION, OR NEGLIGENT SERVICE WITH RESPECT TO PRODUCTS DESIGNED AND MANUFACTURED BY GE HEALTHCARE AND SUPPLIED TO CUSTOMER UNDER THIS AGREEMENT. GE HEALTHCARE SHALL HAVE NO OBLIGATION TO RELEASE, INDEMNIFY AND HOLD CUSTOMER HARMLESS FOR ANY DAMAGES CAUSED BY (I) CUSTOMER'S FAULT OR ANY LEGAL EXPENSES INCURRED BY CUSTOMER IN DEFENDING ITSELF AGAINST SUITS SEEKING DAMAGES CAUSED BY CUSTOMER'S FAULT AND/OR (II) ANY MODIFICATION, CHANGES AND/OR ALTERATIONS TO THE GE HEALTHCARE PRODUCT BY CUSTOMER OR A THIRD PARTY NOT AUTHORIZED OR APPROVED IN WRITING BY GE HEALTHCARE.

CUSTOMER AGREES TO RELEASE, INDEMNIFY AND HOLD GE HEALTHCARE HARMLESS FROM ANY THIRD PARTY DAMAGES THAT GE HEALTHCARE BECOMES LEGALLY OBLIGATED TO PAY RELATED TO BODILY INJURY OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT THAT SUCH DAMAGES ARE DETERMINED TO BE PROXIMATELY CAUSED BY CUSTOMER'S AND/OR CUSTOMER PERSONNEL (I) MEDICAL DIAGNOSIS OR TREATMENT DECISIONS; (II) MISUSE OR NEGLIGENT USE OF THE PRODUCT; AND/OR (III) USE OF THE PRODUCT IN A MANNER OR ENVIRONMENT, OR FOR ANY PURPOSE, FOR WHICH GE HEALTHCARE DID NOT DESIGN IT, OR IN VIOLATION OF GE HEALTHCARE'S RECOMMENDATIONS OR INSTRUCTIONS ON USE.

THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 3.5 ARE CONDITIONAL UPON THE INDEMNIFIED PARTY PROVIDING THE INDEMNIFYING PARTY PROMPT WRITTEN NOTICE OF THE THIRD-PARTY CLAIM AFTER RECEIPT OF NOTICE OF SUCH CLAIM, ALLOWING THE INDEMNIFYING PARTY TO CONTROL THE DEFENSE AND DISPOSITION OF SUCH CLAIM, AND REASONABLY COOPERATING WITH THE INDEMNIFYING PARTY IN THE DEFENSE. THE INDEMNIFYING PARTY SHALL NOT BE RESPONSIBLE FOR ANY COMPROMISE MADE BY THE INDEMNIFIED PARTY OR ITS AGENTS WITHOUT THE INDEMNIFYING PARTY'S CONSENT.

4. Payment and Finance.

4.1. Generally. The payment and billing terms for the Product(s) and/or Service(s) are stated in the Quotation.

4.2. Late Payment. Failure to make timely payment is a material breach of this Agreement, for which (in addition to other available remedies) GE Healthcare may suspend performance under the GE Healthcare agreement at issue or suspend the provision of support and maintenance or licenses for the Product(s) licensed or sold under that agreement until all past due amounts are brought current. If GE Healthcare so suspends, GE Healthcare will not be responsible for the completion of planned maintenance due to be performed during the suspension period and any product downtime will not be included in the calculation of any uptime commitment. Interest shall accrue on post-due amounts at a rate equal to the lesser of one-and-one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Customer will reimburse GE Healthcare for reasonable costs (including attorneys' fees) relating to collection of past due amounts. Any credits and/or unapplied cash that may be due to Customer under an agreement may be applied first to any outstanding balance. If Customer has a good faith dispute regarding payment for a particular Product (or subsystem thereof) or Service, Customer shall notify GE Healthcare in writing of such dispute within twenty (20) days of the invoice date and shall work with GE Healthcare in good faith to promptly resolve such dispute. GE Healthcare may revoke credit extended to Customer and designate Customer and all agreements with Customer to be on credit hold because of Customer's failure to pay for any Products or Services when due, and in such event all subsequent shipments and Services shall be paid in full on receipt.

4.3. Taxes. Prices do not include sales, use, gross receipts, excise, valued-added, services, or any similar transaction or consumption taxes ("Taxes"). Customer shall be responsible for the payment of any such Taxes to GE Healthcare unless it otherwise timely provides GE Healthcare with a valid exemption certificate or direct pay permit. In the event GE Healthcare is assessed Taxes, interest or penalty by any taxing authority, Customer shall reimburse GE Healthcare for any such Taxes, including any interest or penalty assessed thereon. Each party is responsible for any personal property or real estate taxes on property that the party owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts.

5. Loaner Systems. If GE Healthcare provides a loaner system ("Loaner") to Customer pursuant to the terms of this Agreement, such Loaner shall be subject to the following provisions: (i) the Loaner shall be for Customer's temporary use, and Customer agrees to keep the Loaner at the location identified in the Quotation, and shall not move the Loaner to another location without GE Healthcare's prior written consent; (ii) Customer agrees to return the Loaner to GE Healthcare on or before the date on which GE Healthcare returns Customer's Product to Customer, and if Customer does not return the Loaner within such time period, GE Healthcare may repossess the Loaner with ten (10) days prior written notice or invoice Customer for the full list price of the Loaner; (iii) the Loaner, and all programs, information, data, business information, or other information pertaining to such Loaner shall remain GE Healthcare property; (iv) title remains with GE Healthcare, but risk of loss passes to Customer upon delivery of the Loaner; (v) Customer agrees to maintain the Loaner in proper operating condition and in accordance with GE Healthcare's operating instructions and return it to GE Healthcare in this condition, normal wear and tear excepted; (vi) Customer will not repair, or permit others to repair, the Loaner without the prior written consent of GE Healthcare; (vii) Customer agrees to furnish GE Healthcare reasonable access to the Loaner with prior notification; (viii) as Customer does not own the Loaner and is not paying GE Healthcare for its use, it is Customer's responsibility to ensure that any charge or claim submitted by Customer to a government healthcare program or patient is submitted accordingly; (ix) prior to returning the Loaner to GE Healthcare, Customer shall ensure the complete deletion of any and all information, including PHI, that may have been stored in the Loaner, or any of its accessories; (x) such deletion shall be completed in accordance with any user instructions provided by GE Healthcare and/or industry standards; (xi) in the event Customer is unable for technical reasons to complete the deletion, Customer shall provide immediate notice of this to GE Healthcare, and GE Healthcare staff shall use commercially reasonable efforts to facilitate the deletion of information; (xii) Customer agrees to indemnify GE Healthcare for any loss whatsoever resulting from any information that is not removed from the Loaner and GE Healthcare shall have no obligations whatsoever in connection with any information that is not properly removed from such Loaner by Customer. It is within GE Healthcare's sole discretion to provide Customer with a Loaner while warranty or Service repairs are ongoing. This provision is not applicable to GE Healthcare IT Products.

Product Terms and Conditions

GE Healthcare

These GE Healthcare Product Terms and Conditions supplement and incorporate by reference (i) the GE Healthcare Quotation that identifies the Product offering purchased or licensed by Customer; (ii) the following documents, as applicable, if attached to or referenced in the Quotation: the GE Healthcare (a) Warranty(ies) and (b) Additional Terms and Conditions; and (iii) the GE Healthcare General Terms and Conditions, (collectively, referred to as the "Agreement").

1. Commercial Logistics.

1.1. Order Cancellation and Modifications.

1.1.1. Cancellation and Payments. If Customer cancels an order at any time without GE Healthcare's prior written consent, GE Healthcare has the right to charge Customer a cancellation fee of up to one-and-one-half percent (1.5%), with a maximum amount of up to $5,000, of the price of the Products ordered. If the cancellation occurs less than thirty (30) days prior to the scheduled delivery date of any portion of the order, GE Healthcare has the right to charge Customer a cancellation fee of up to ten percent (10%), with a maximum amount of up to $50,000, of the price of the Products ordered. GE Healthcare will retain as a credit any payments received up to the amount of the cancellation charge. If Customer cancels an order for Products for which GE Healthcare has provided site evaluation services, Customer will also pay GE Healthcare reasonable charges for such services performed prior to cancellation. If applicable for the order, Customer will pay all progress payments (other than the final payment) prior to final Product calibration, and GE Healthcare may, at its option, delay final calibration until required progress payments are received. If Customer fails to schedule a delivery date with GE Healthcare within six (6) months after order entry, GE Healthcare may cancel Customer's order upon written notice to Customer. For the avoidance of doubt, GE Healthcare IT Product Quotations and orders are non-cancellable.

1.1.2. Order Modifications. No modifications may be made to an order without GE Healthcare's prior written consent. The Product configuration listed in the Quotation is based upon information furnished to GE Healthcare by Customer, and Customer is responsible to provide and pay for modifications, if any, to the configuration due to inaccuracies or incompleteness of the information furnished to GE Healthcare by Customer, changes in Customer's needs or requirements, or for other reasons attributable to Customer.

1.1.3. Exchanges and Substitutions. Prior to acceptance as defined in Section 1.5 below, GE Healthcare may, in its sole and reasonable discretion, exchange or substitute installation-related items having similar features, functionality and pricing as the originally delivered installation item that result in no price change to the Customer. This section shall not apply to Healthcare IT Products.

1.1.4. Used Product Orders. Products identified as pre-owned, refurbished, remanufactured or demonstration Products have been previously used ("Used Products"); they are not new. When delivered and/or released to Customer, such Used Products may have received reconditioning, as necessary, to meet GE Healthcare performance specifications. Since Used Products may be offered simultaneously to several customers, their sale to Customer is subject to their availability. If the Used Products are no longer available, (i) GE Healthcare will attempt to identify other Used Products in its inventory that meet Customer's needs, and (ii) if substitute Used Products are not acceptable to Customer, GE Healthcare will cancel the order and refund any deposit Customer has paid for such Used Products.

1.2. Site Preparation. If applicable, Customer will be responsible, at its sole expense, for evaluating and preparing the site where the Products will be installed in accordance with GE Healthcare's site preparation requirements and applicable laws. Customer must provide GE Healthcare with prompt written notice if Customer is unable to prepare the site before the mutually agreed installation date. Upon receipt of such notice, GE Healthcare will reschedule the installation to a mutually agreed date. Customer shall be liable for any costs or expenses GE Healthcare or its representatives incur resulting from Customer's failure to provide GE Healthcare with timely notice of Customer's failure to properly prepare the site. GE Healthcare may, in its discretion, delay delivery or installation if GE Healthcare determines that the site has not been properly prepared or there are any other impediments to installation; provided that GE Healthcare gives Customer written notice of such delay stating the reasons therefor. If GE Healthcare provides site evaluation services, such services are intended only to assist Customer in fulfilling Customer's responsibility to ensure that the site complies with GE Healthcare's applicable site preparation requirements.

1.3. Transportation, Title and Risk of Loss; Delivery; Returns.

1.3.1. Transportation, Title and Risk of Loss. Unless otherwise indicated in the Quotation, shipping terms are FOB Destination. Title and risk of loss to equipment passes to Customer upon delivery to Customer's designated delivery location. Software is licensed to Customer; no title to or other ownership interest in such software passes to Customer.

1.3.2. Delivery. When feasible, GE Healthcare reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. At the time of such delivery, Customer will pay GE Healthcare for any amounts due upon delivery. As a matter of convenience, GE Healthcare may invoice multiple installment deliveries on a consolidated basis; however, this does not release Customer from the obligation to pay for each installment delivery provided by GE Healthcare. Delivery dates are approximate. For GE Healthcare software or documentation, delivery means the first to occur of: (i) communication to Customer through electronic means that allows Customer to take possession of the first copy or product master or (ii) delivery to Customer's designated delivery location.

1.3.3. Product Returns. Customer shall not have any right to return Products for a refund after delivery except for products shipped in error that are different from the Products listed in the Quotation.

1.3.4. Replaced Component Returns. Except for Healthcare IT Products, for upgrades and revisions Customer agrees to return any replaced component to GE Healthcare at no charge to GE Healthcare.

1.4. Installation, Certification and Professional Services. GE Healthcare will provide Product assembly, installation and calibration, as required, at no additional charge, except (i) for items excluded herein and/or (ii) as otherwise indicated in the Quotation. If installation services are identified in the Quotation, GE Healthcare will perform such services from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, in accordance with applicable GE Healthcare installation guides and/or project plans. After hours installation is available for an additional fee. Customer will review the applicable GE Healthcare installation guides and/or project plans, and perform Customer's obligations as set forth in those materials. Upon completion of assembly, installation and calibration of the Products, as applicable, GE Healthcare will perform prescribed tests using its own performance specifications, instruments and procedures to verify that the Products meet GE Healthcare's applicable performance specifications.

1.4.1. Customer-Supplied Items.

- Customer will install necessary system cable and assemble any necessary equipment or hardware not provided by GE Healthcare, unless agreed otherwise in writing by the parties.
- For Products that will be operated on or in connection with Customer supplied hardware or software, Customer is responsible for ensuring that such hardware and software conform to GE Healthcare's minimum hardware and software requirements as made available to Customer.
- Unless GE Healthcare has agreed in writing to maintain responsibility for an applicable service, Customer will be responsible for enabling the connectivity and interoperability between Customer-supplied hardware or software or other systems or devices and the Product, including, without limitation, procuring and installing any modifications, interfaces or upgrades consistent with GE Healthcare's written specifications.
- Unless otherwise agreed in writing by GE Healthcare, Customer is solely responsible for the (i) performance of and payment for any applicable rigging and/or facility costs and (ii) installation of accessory items.
- If applicable for the Product, electrical wiring and outlets, computer network infrastructure, conduit, cabinetry modification, wall mounts, ventilation and any other site preparation are not included in the purchase price and are the responsibility of Customer, unless otherwise agreed in writing by GE Healthcare.

1.4.2. Network. Unless Customer has elected to purchase network preparation and certification Services from GE Healthcare as set forth in the Quotation, Customer is solely responsible for ensuring that Customer's network is adequate for the proper operation and performance of the Products and otherwise meets GE Healthcare's written network configuration requirements.

1.4.3. License, Permits, and Approvals. Customer shall obtain and maintain all licenses, permits and other approvals necessary for installation, use and disposal/recycling of the Products, including, but not limited to, any government licenses required to use radioactive sources for Products that require the use of such sources. GE Healthcare will ship such sources to Customer only after Customer provides GE Healthcare with satisfactory evidence that Customer has obtained all required licenses for such sources. In addition, Customer will provide all radioactive sources for calibration and performance checks of Products that require the use of such sources. GE Healthcare will file any required Federal and State reports relating to its installation activities. GE Healthcare will not install, test, certify or provide its own software license or warranty for Products that are not listed in its on-line catalog or price pages at the time of sale (such Products are normally identified by NL or NW series numbers), unless otherwise agreed in writing by GE Healthcare.

1.4.4. Non-GE Healthcare Labor. If local labor conditions make it impractical to, or GE Healthcare is directed not to, use GE Healthcare's employees or pre-qualified contractors for the installation, all work will be performed by Customer's laborers or outside labor at Customer's expense; provided that GE Healthcare will, at Customer's request, furnish guidance for installation. GE Healthcare is not responsible for the quality or adequacy of any work performed by any party other than GE Healthcare or its pre-qualified contractors.

1.4.5. Non-GE Healthcare Installation. For Products that GE Healthcare is obligated to install under the terms of this Agreement, if GE Healthcare delivers the Product but fails to perform its installation obligations, then in such event Customer shall nevertheless be obligated to pay GE Healthcare an amount equal to (a) the Product purchase price set forth in the Quotation, if the Product purchase price and the installation Services price are shown as separate line items in the Quotation, or (b) if the Product purchase price and installation Services price are not shown as separate line items in the Quotation, then the Product purchase price less the fair market value of the applicable installation Services, taking into account the type of Product and level of installation required ("Installation Service FMV"). An independent third party shall determine the Installation Service FMV. Notwithstanding any other provision of this Agreement to the contrary, either the discharge of Customer's obligation to pay for installation Services shown as a separate line item(s) in the Quotation or the deduction of the Installation Service FMV, as applicable, shall be Customer's sole and exclusive remedy (and GE Healthcare's sole and exclusive liability) in the event GE Healthcare fails to perform its installation obligations under this Agreement.

1.4.6. Information Technology Professional Services ("ITPS"). ITPS must be performed within twelve (12) months of the later of the date (i) Customer orders ITPS or (ii) of Product delivery, ("ITPS Performance Date"). If ITPS is not performed within twelve (12) months of the ITPS Performance Date for reasons other than GE Healthcare's failure to perform, GE Healthcare's ITPS performance obligation will expire without refund. ITPS includes clinical applications training, project management, HL7/HIS systems integration, database conversion, network design and integration and separately cataloged software installations. This section shall not apply to Healthcare IT Products.

1.5. Acceptance. Unless expressly provided otherwise in this Agreement, Customer shall be deemed to have accepted a Product delivered by GE Healthcare under this Agreement on the earlier of: (i) if GE Healthcare installs the Product, five (5) days after GE Healthcare notifies Customer that it has completed assembly and the Product is operating substantially in accordance with GE Healthcare's published performance specifications; (ii) if GE Healthcare does not install the Product, five (5) days after delivery of the Product to Customer; or (iii) the date Customer first uses the Product for patient use.

1.6. Warranties. Product warranties (if applicable) are set forth in the GE Healthcare warranty forms delivered with the Quotation. GE Healthcare may use refurbished parts in new Products. Any part for which GE Healthcare has supplied a replacement (excluding biomed parts, which shall be properly disposed of by Customer) shall become GE Healthcare property.

1.7. Third Party Products and Services. If GE Healthcare has agreed to provide any third party products and/or services (other than GE Healthcare accessories and supplies) to Customer as part of the Quotation, including but not limited to any Commitment Account/Non-Inventory items, (i) GE Healthcare is acquiring such products and/or services on Customer's behalf and not as a supplier of such products and/or services, (ii) GE Healthcare provides no warranties or indemnification of any kind, express or implied, with respect to such products and/or services (warranties or indemnification, if any, on such products and/or services will be provided by the manufacturer or service provider), (iii) Customer is solely responsible for ensuring that the acquisition and use of such products and/or services is in compliance with applicable laws and regulations, including applicable FDA regulations, and (iv) Customer is solely responsible for any and all claims resulting from or related to the acquisition or use of such products and/or services. This section shall not apply to Healthcare IT Products.

2. Software License.

2.1. License Grant. GE Healthcare grants to Customer a non-exclusive, non-transferable license to use for Customer's internal business purposes the GE Healthcare software, third-party software and Documentation solely for use on the Products and at the location (or, for mobile systems, in the specific vehicle) as identified in the Quotation, subject to the license scope and Documentation and other restrictions set forth in this Agreement. "Documentation" means the GE Healthcare user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by GE Healthcare to Customer under this Agreement. Customer may only use third-party software provided by GE Healthcare together with the GE Healthcare software and will comply with all third-party software license terms included in any click or shrink wrap license or of which GE Healthcare otherwise makes Customer aware. To the extent permitted by applicable law, licensors of third-party software shall be third-party beneficiaries of this Agreement with respect to third-party software sublicensed under this Agreement. Customer may permit its employees, agents, independent contractors and healthcare providers with privileges at Customer's facilities to use the software and Documentation; provided, however, that Customer shall be responsible for any acts of such third parties that are inconsistent with this Agreement. Notwithstanding the foregoing, independent contractors that supply products comparable to the software shall be provided access to the software only with GE Healthcare's prior written consent and subject to any conditions GE Healthcare deems appropriate to protect its confidential and proprietary information. Customer acknowledges that GE Healthcare may request Customer and Customer Personnel to register online as a licensee for receipt of certain service software and related Documentation.

2.2. Additional License Terms. Without GE Healthcare's prior written consent, Customer may not: (i) copy, sublicense, distribute, rent, lease, loan, resell, modify or translate the software or create derivative works based thereon, except that to the extent applicable, the software may be configured as specifically permitted in the Documentation; (ii) directly or indirectly decompile, disassemble, reverse engineer or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the software; (iii) provide service bureau, time share or subscription services based on the software; (iv) remove, obscure or modify any markings, labels or any notice of the proprietary rights, including copyright, patent and trademark notices of GE Healthcare or its licensors; (v) electronically transfer the software outside Customer's intranet or network dedicated for the software, unless otherwise authorized in writing by GE Healthcare; or (vi) publicly release the results of any testing or benchmarking of the software without the prior written consent of GE Healthcare. Customer may transfer authorized copies of the software, and Documentation to a party that purchases or otherwise acquires the equipment and accepts any applicable license terms, except for software and Documentation that are (a) not a part of the base system standard operating software or Documentation for the equipment and (b) generally provided by GE Healthcare to its customers for a separate fee or charge. Advanced service software is subject to a separate fee and eligibility criteria and licensed under a separate agreement with GE Healthcare.

2.3. Backups. Customer may make a reasonable number of copies of the software in machine-readable form solely for backup, training, testing or archival purposes, so long as applicable license fees are paid. Customer shall reproduce on any such copy the copyright notice and any other proprietary legends that were on the original copy. GE Healthcare and its licensors, as applicable, retain all ownership and intellectual property rights to the software and Documentation. If Customer acquires any rights to the software or Documentation, Customer hereby assigns all of those rights to GE Healthcare or its licensors, as applicable. No license rights are granted (whether by implied license or otherwise), to Customer, except as specifically provided in this section.

2.4. Remedies. Customer agrees that a violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm to GE Healthcare for which the award of money damages alone are inadequate. In the event of any breach of this provision, GE Healthcare shall be entitled to seek injunctive relief in addition to immediately terminating the license granted herein and requiring that Customer cease use of the software and return all copies of stand-alone software in any media in addition to seeking any other legal or equitable remedies available to GE Healthcare. This paragraph shall survive the termination of this Agreement.

3. Payment and Finance.

3.1. Security Interest. Customer grants GE Healthcare a purchase money security interest in all items of hardware or equipment listed in the Quotation until full payment is received, and Customer shall perform all acts and execute all documents as may be necessary to perfect GE Healthcare's security interest.

3.2. Leases. If Customer is acquiring use of Products through an equipment lease ("Lease") with an equipment lessor ("Lessor"), certain provisions of this Agreement (including, but not limited to, terms related to payment, title transfer, warranties, and software licenses) may be modified as agreed to in writing between GE Healthcare, the applicable Lessor, and/or Customer, as the case may be. Acceptance of the Products as between GE Healthcare and Lessor will be defined by this Agreement; acceptance of the Products as between Lessor and Customer will be defined by the lease agreement. Notwithstanding the foregoing, if the Lessor does not comply with the terms of this Agreement, Customer shall continue to be responsible for the payment obligations hereunder.

3.3. Failure to Pay. If, after Product delivery, Customer does not make any payments for the Products within forty-five (45) days after such payments are due, GE Healthcare may, upon ten (10) days prior written notice to Customer, either (a) enter upon Customer's site and remove the Products or (b) temporarily disable the Products so that they are not operational.

Additional Terms and Conditions and Warranties: Ultrasound & Vscan

GE Healthcare

These Additional Terms and Conditions and Warranties: Ultrasound & Vscan supplement and incorporate by reference the GE Healthcare (i) Quotation that identifies the Product offering purchased or licensed by Customer; (ii) Warrantylies); (iii) Product Terms and Conditions; and (iv) General Terms and Conditions, (collectively, referred to as the "Agreement").

1. Additional Terms & Conditions For Ultrasound Products Excluding Vscan.

1.1. Use for Clinical Diagnostic Purposes Only. IN ADDITION TO ANY PROVISIONS SET FORTH IN SECTION 2.1 OF THE GE HEALTHCARE GENERAL TERMS AND CONDITIONS, CUSTOMER AND CUSTOMER PERSONNEL WILL USE THE PRODUCTS ONLY FOR CLINICAL DIAGNOSTIC PURPOSES IN THE DIAGNOSIS OR TREATMENT OF A DISEASE OR CONDITION, AND NOT FOR ANY ENTERTAINMENT, RECREATIONAL OR AMUSEMENT PURPOSES. GE HEALTHCARE WILL NOT DELIVER, INSTALL, SERVICE OR PROVIDE TRAINING ON USE OF THE PRODUCTS IF GE HEALTHCARE DISCOVERS THE PRODUCTS HAVE BEEN OR ARE INTENDED TO BE USED FOR ANY NON-CLINICAL PURPOSE. SUCH USE OR INTENDED USE OF THE PRODUCTS FOR NON-CLINICAL PURPOSES WILL VOID ANY APPLICABLE PRODUCT WARRANTY.

1.2. For Mobile Systems Only. For Products that are approved by GE Healthcare for use as transportable, relocatable and mobile systems, GE Healthcare will deliver the system to Customer's van manufacturer and furnish final assembly services to place the system in Customer's van. At the time of order, Customer must notify GE Healthcare of the van manufacturer to which the system is to be shipped. It is Customer's responsibility to make arrangements with the van manufacturer for delivery of the van and to comply with any additional planning requirements of the van manufacturer.

1.3 Initial Product Training. If applicable for the Product being acquired, GE Healthcare will provide reasonable initial Product training for Customer Personnel at no additional charge as part of the Quotation price. GE Healthcare will not be responsible for providing any additional training on new clinical applications or procedures developed after Product installation or existing clinical applications acquired after Product installation, unless otherwise specified in the applicable GE Healthcare Quotation. Initial training, if applicable, must be used within twelve (12) months of Product installation. If Customer fails to do so, GE Healthcare's obligation to provide such initial training will expire. Customer agrees that completion of GE Healthcare's training program offerings does not guarantee that Customer and Customer's Personnel are fully and completely trained on the use, maintenance, and operation of the Product or that completion of GE Healthcare's training program will satisfy any licensure and/or accreditation standards. Customer further agrees that it is Customer's sole and non-delegable duty for ensuring that Customer and Customer's Personnel are properly trained on and fully qualified in the use and operation of the Product.

2. Additional Warranty Terms & Conditions For New & Demonstration LOGIQ e BT12 and later versions ("LOGIQ e") and New & Demonstration Venue 40 and 50 version BT12 and later versions ("Venue") Only – U.S. Only.

2.1. LOGIQ e and Venue Warranty Period. The warranty period for a LOGIQ e and/or Venue system is sixty (60) months from the "Warranty Commencement Date" (as this term is defined in the GE Healthcare Warranty Statement (United States)).

2.2 LOGIQ e and Venue Warranty Remedies. The standard warranty includes (i) repair service at a GE Healthcare Service Depot, (ii) technical support via telephone from 7:00 am to 7:00 pm Central Time, Monday-Friday, excluding GE Healthcare holidays, and (iii) a loaner system delivered via Fed-Ex to the Customer when available (shipping charges included). For an additional charge, GE Healthcare will also provide the following enhanced warranty features as part of the LOGIQ e and/or Venue system warranty: (a) field support/service; (b) preventative maintenance coverage; and (c) coverage for system damage due to defects caused by accidental dropping or mishandling, with a maximum of two (2) replacement systems during the warranty period. International shipments for repairs and loaners are not covered under this warranty.

2.3. Transducer and Peripheral Product Warranty Period. Except as otherwise set forth in this section, the warranty period for all transducers and peripherals purchased with the LOGIQ e and/or Venue shall be the same sixty (60)-month warranty period as set forth above. The warranty period for the following transducers and peripherals is twelve (12) months from the Warranty Commencement Date (as this term is defined in the GE Healthcare Warranty Statement (United States)):

Transducers: 6Tc-RS, i739-RS, t739-RS, and i12L
Carts: Venue Docking Cart, LOGIQ e Isolation Cart and Tall Docking Carts
Other Accessories: Venue & LOGIQ e batteries (internal & external), TEE cleaning & storage system and printers

2.4. LOGIQ e and Venue Warranty Returns. Customer must contact the GE Healthcare service department at 1-800-GE-CARES for instructions and to obtain a Return to Manufacturer Authorization ("RMA") number prior to return of a LOGIQ e or Venue system to GE Healthcare for warranty replacement or repair. Customer is responsible for any damage incurred during shipping from Customer facility to GE Healthcare Service Depot.

2.5. Loaner System Return. Customer must return the temporary service loaner system to GE Healthcare within five (5) business days after Customer's receipt of the repaired system. Failure to return the service loaner within this time frame may result in additional charges for the use of the service loaner while also in possession of the originally purchased system.

2.6. Probes and Parts Return. Within five (5) business days after Customer's receipt of the replacement probe(s) and/or part(s), Customer must contact the GE Healthcare service department at 1-800-GE-CARES for instructions and to obtain a Return to Manufacturer Authorization ("RMA") number prior to return of the defective probe(s) and/or part(s) to GE Healthcare. Failure to return the defective probe(s) and/or part(s) within this time frame will result in additional probe(s) and/or part(s) charges.

2.7. Trade-In Systems. Customer will not receive credit for any unused warranty on a trade-in system.

2.8. Exclusions. GE Healthcare shall not have any obligation to Customer hereunder if a warranty claim results from or arises out of a LOGIQ e and/or Venue system that has (i) been immersed in any liquid; (ii) been lost or stolen; (iii) had the serial number altered, defaced or removed without the written permission of GE Healthcare; or (iv) had damage caused by normal wear and tear or otherwise due to normal aging of the Product. If, upon arrival of the LOGIQ e and/or Venue system at the GE Healthcare Service Depot, GE Healthcare determines that the damage to the LOGIQ e and/or Venue system was the result of the above, GE Healthcare will decline the warranty service request and contact the Customer regarding charges for servicing such system.

2.9. Network. Unless Customer has elected to purchase network preparation and certification services from GE Healthcare as set forth in the Quotation, Customer is solely responsible for ensuring that Customer's network is adequate for the proper operation and performance of the LOGIQ e and/or Venue system(s) and otherwise meets GE Healthcare's written network configuration requirements. This responsibility includes providing and maintaining connectivity to the LOGIQ e and/or Venue system(s) (modem line, internet connection, VPN persistent access, broadband internet connection, or other secure remote access) reasonably requested by GE Healthcare to perform support services and meet service levels, including remote diagnostic, monitoring and repair services.

2.10. Customer Responsibilities. It is the responsibility of Customer to ensure that any PHI is removed from the system before such system is shipped to the applicable GE Healthcare facility for repair or replacement (refer to the applicable sections of the LOGIQ e and/or Venue user manuals for further instructions). Customer agrees to indemnify GE Healthcare for any loss whatsoever resulting from any PHI that is not removed from the system. The parties agree that GE Healthcare shall have no obligations whatsoever in connection with any PHI not properly removed from the system by Customer.

It is further the responsibility of Customer to ensure that the system and any related transducers, peripherals or attachments are clean and free of bodily fluids and other material that may have the potential to carry disease prior to shipment to any GE Healthcare Service Depot.

3. Additional Terms & Conditions For Vscan Products Only.

3.1. Use for Clinical Diagnostic Purposes Only. IN ADDITION TO ANY PROVISIONS SET FORTH IN SECTION 2.1 OF THE GE HEALTHCARE GENERAL TERMS AND CONDITIONS, CUSTOMER AND CUSTOMER PERSONNEL WILL USE THE PRODUCTS ONLY FOR CLINICAL DIAGNOSTIC PURPOSES IN THE DIAGNOSIS OR TREATMENT OF A DISEASE OR CONDITION, AND NOT FOR ANY ENTERTAINMENT, RECREATIONAL OR AMUSEMENT PURPOSES. GE HEALTHCARE WILL NOT DELIVER, INSTALL, SERVICE OR PROVIDE TRAINING ON USE OF THE PRODUCTS IF GE HEALTHCARE DISCOVERS THE PRODUCTS HAVE BEEN OR ARE INTENDED TO BE USED FOR ANY NON-CLINICAL PURPOSE. SUCH USE OR INTENDED USE OF THE PRODUCTS FOR NON-CLINICAL PURPOSES WILL VOID ANY APPLICABLE PRODUCT WARRANTY.

3.2. Promotion of Vscan Consistent With Cleared Indications for Use. The FDA requires that the promotion and marketing of the Vscan system be consistent with the clinical applications and labeling for which the device has been cleared by the FDA. The Vscan system is indicated for ultrasound imaging, measurement and analysis of the human body in clinical applications of Fetal/OB; Abdominal; Pediatric; Urology; Cardiac (adult and pediatric); Peripheral Vessel and Thoracic/Pleural motion and fluid detection. All other uses of the Vscan system are considered off-label, including, but not limited to, Comprehensive Peripheral Vascular (e.g., carotids); Musculoskeletal; "Small Parts" (e.g., thyroids, breast, scrotum); and Transcranial Doppler.

3.3. Vscan Training. Subject to the provisions set forth in Section 2.6 of the GE Healthcare General Terms and Conditions, Customer shall receive access to GE Healthcare's standard online education package(s) as made available on the Vscan web portal after purchase of the Vscan system and after on-line activation has occurred.

3.4. Installation. No installation services are provided for the Vscan system.

4. Additional Warranty Terms & Conditions For Vscan Products Only – U.S. Only.

4.1. Vscan Warranty Period. The warranty period for a new and/or demonstration Vscan system is thirty-six (36) months from the "Vscan Warranty Commencement Date" (as this term is defined below). This warranty period does not apply to Vscan Version 1.1 demonstration systems, the Vscan system battery and/or Pre-Owned GoldSeal Vscan systems.

4.2. Vscan Version 1.1 Demonstration Systems Warranty. The warranty period for demonstration Vscan Version 1.1 systems ("Vscan Version 1.1") is twelve (12) months from the Vscan Warranty Commencement Date, excluding the battery. The warranty for the Vscan Version 1.1 includes (i) repair services at a GE Healthcare repair facility ("GE Healthcare Service Depot"); (ii) five (5) business day turnaround repair time once

the Vscan Version 1.1 is received at the GE Healthcare Service Depot (GE Healthcare is not responsible for delays in shipment); and (iii) technical support via telephone from 7:00 am to 7:00 pm Central Time, Monday-Friday, excluding GE Healthcare holidays. International shipments for repairs and loaners are not covered under this warranty.

GE Healthcare shall not have any obligation to Customer hereunder if a warranty claim results from or arises out of the immersion of the Vscan Version 1.1 in any liquid. If, upon arrival of the Vscan Version 1.1 at the GE Healthcare Service Depot, GE Healthcare determines that the damage to the Vscan Version 1.1 was the result of the above, GE Healthcare will decline the warranty service request and contact the Customer regarding charges for servicing such system.

4.3. Vscan Lithium Polymer Battery Warranty Period. The warranty period for the Vscan Lithium Polymer battery included in the purchase of the Vscan system is twelve (12) months from the Vscan Warranty Commencement Date.

4.4. Pre-Owned GoldSeal Vscan Warranty Period. The warranty period for a pre-owned GoldSeal Vscan system is twelve (12) months from the Vscan Warranty Commencement Date. Warranty service is only offered at a GE Healthcare Service Depot for pre-owned GoldSeal Vscan systems.

4.5. Vscan Warranty Commencement. Unless expressly provided otherwise in the applicable GE Healthcare Quotation, the Vscan warranty period begins upon Vscan system activation (the "Warranty Commencement Date"). This warranty covers both parts and labor and is available only to end-users that purchase the Vscan system from GE Healthcare or its authorized distributor(s) and is not transferrable to any third party without the prior written consent of GE Healthcare.

4.6. Vscan Warranty Remedies. For any eligible Vscan system, which excludes Vscan Version 1.1, the standard warranty includes either (i) repair at a GE Healthcare Service Depot ("Repaired System") or (ii) replacement with a new Vscan system of the same model and version of the originally purchased Vscan system ("Replacement System"). The service delivery method will be decided at GE Healthcare's discretion. International shipments for repairs and loaners are not covered under this warranty.

If GE Healthcare decides to repair the Customer's Vscan system at an authorized GE Healthcare Service Depot, GE Healthcare will perform the repair within five (5) business days after receipt of the Vscan system, excluding GE Healthcare holidays. In addition, GE Healthcare technical support is available via telephone from 7:00 am to 7:00 pm Central Time, Monday-Friday, excluding GE Healthcare holidays.

Customers receiving a Replacement System must provide a purchase order or credit card before GE Healthcare will ship the Replacement System to the Customer. Any Customer receiving a Replacement System under this Vscan warranty must return the defective Vscan system to GE Healthcare within seven (7) days of receipt of the Replacement System. Failure to return the defective Vscan system to GE Healthcare will result in the Customer being charged the full list price of the Replacement System.

THE BALANCE OF THE WARRANTY PERIOD FOR ANY REPAIRED SYSTEM OR REPLACEMENT SYSTEM WILL BE THE REMAINING TERM OF THE WARRANTY APPLICABLE TO THE ORIGINALLY PURCHASED VSCAN SYSTEM AT THE TIME OF SERVICE.

4.7. Exclusions. GE Healthcare shall not have any obligation to Customer hereunder if a warranty claim results from or arises out of a Vscan system that has (i) been immersed in any liquid; (ii) been lost or stolen; (iii) had the serial number altered, defaced or removed without the written permission of GE Healthcare; or (iv) had damage caused by normal wear and tear or otherwise due to normal aging of the Product. If, upon arrival of the Vscan system at the GE Healthcare Service Depot, GE Healthcare determines that the damage to the Vscan system was the result of any of the above, GE Healthcare will decline the warranty service request and contact the Customer regarding charges for servicing such system. In cases where GE Healthcare has sent the Customer a Replacement System in advance, the purchase order or credit card provided by Customer will be billed for the lesser of (a) any required corrective service work to bring the returned Vscan system back to original Product specifications or (b) the cost of the Replacement System.

4.8. Network. Unless Customer has elected to purchase network preparation and certification services from GE Healthcare as set forth in the Quotation, Customer is solely responsible for ensuring that Customer's network is adequate for the proper operation and performance of the Vscan system(s) and otherwise meets GE Healthcare's written network configuration requirements. This responsibility includes providing and maintaining connectivity to the Vscan system(s) (modem line, internet connection, VPN persistent access, broadband internet connection, or other secure remote access) reasonably requested by GE Healthcare to perform support services and meet service levels, including remote diagnostic, monitoring and repair services.

4.9. Customer Responsibilities. It is the responsibility of Customer to ensure that any PHI is removed from the system before such system is shipped to the applicable GE Healthcare facility for repair or replacement (refer to the applicable sections of the Vscan Product user manual for further instructions). Customer agrees to indemnify GE Healthcare for any loss whatsoever resulting from any PHI that is not removed from the system. The parties agree that GE Healthcare shall have no obligations whatsoever in connection with any PHI not properly removed from the system by Customer.

It is further the responsibility of Customer to ensure that the system and any related probes or attachments are clean and free of bodily fluids and other material that may have the potential to carry disease prior to shipment to any GE Healthcare Service Depot.

Additional Terms and Conditions: ViewPoint Software Maintenance

GE Healthcare

These Additional Terms and Conditions: ViewPoint Software Maintenance (a) supplement and incorporate by reference the GE Healthcare (i) Quotation that identifies the Service offering purchased by Customer; (ii) Schedule A attached to these Additional Terms and Conditions; and (iii) General Terms and Conditions, (collectively, referred to as the "Agreement" or "SMA") and (b) do not include the GE Healthcare Product Terms and Conditions, Additional Terms and Conditions and Warranties: Ultrasound & Vscan or the Warranties attached to the Quotation.

1. Overview. GE Healthcare will maintain, support and update (such services collectively referred to herein as the "Support Services") any "ViewPoint Software" (as defined below) and HIS interface software installed in the United States only and purchased by Customer in accordance with the terms and conditions of this SMA.

The "ViewPoint Software" is defined as the licensed software that was purchased by Customer as set forth on a GE Healthcare Quotation.

2. Duration. This SMA is effective on the "Service Start Date" as specified in Schedule A, attached hereto and incorporated herein by reference, and shall continue for the "Contract Term" as also specified in Schedule A ("Support Term"). Either party may terminate this SMA without cause after the first anniversary of this SMA by providing at least ninety (90) days' prior written notice to the other party. In addition, upon Customer's material breach of this SMA (for non-payment or otherwise) that has not been cured within thirty (30) days after notice of breach, GE Healthcare may suspend, withhold or terminate the performance of any Support Services required to be performed by GE Healthcare hereunder. Customer's SMA payments are due within thirty (30) days after receipt of GE Healthcare's applicable invoice in accordance with the "Billing Options" as specified in Schedule A.

3. Scope.

3.1. Software Maintenance. As part of the Support Services hereunder, GE Healthcare will use commercially reasonable efforts to correct verifiable and reproducible "Errors" (as defined below) within a reasonable period of time after: (a) Customer reports such Error to GE Healthcare in accordance with GE Healthcare's standard reporting procedures; or (b) detection by GE Healthcare. GE Healthcare may provide an "Error Correction" (as defined below) by means of a temporary fix consisting of sufficient programming and operating instructions to implement such Error Correction. Customer will pay GE Healthcare at GE Healthcare's then-current rates for all work expended investigating or correcting an Error that GE Healthcare reasonably determines to have been caused by: (i) any equipment or software not provided by GE Healthcare; (ii) any misuse of the ViewPoint Software; or (iii) any modification of the ViewPoint Software by anyone other than GE Healthcare or as authorized by GE Healthcare in writing; or (iv) improper combination of the ViewPoint Software with another product.

Updates (defined below) are made available as a part of the SMA, at no additional cost, within a reasonable time after GE Healthcare has made each Update generally commercially available. Such Updates will be deemed part of the ViewPoint Software and will be supported in accordance with this SMA. GE Healthcare will not be responsible for providing any additional equipment or any upgrade to any equipment that may be required in connection with any Updates. It is GE Healthcare's sole discretion as to whether and when to provide program Updates.

This SMA is only valid for the current version of ViewPoint Software and any Updates thereto, and installations of such ViewPoint Software that conform to operational specifications defined by GE Healthcare. These specifications include, but are not limited to, approved operating system platforms, workstation hardware, image acquisition hardware, third party drivers, and network configurations. In addition, Customer understands and agrees that system downtime may be necessary for repairs and Updates, and not all problems can be resolved despite GE Healthcare's commercially reasonable efforts. No support is offered for GE Healthcare's previous versions of ViewPoint Software.

3.2. Definitions.

3.2.1. *"Error"* means any ViewPoint Software-related problem that: (a) materially and adversely interferes with Customer's use of the ViewPoint Software; and (b) results from a failure of the ViewPoint Software to conform in any material respect to the specifications for such software.

3.2.2. *"Error Correction"* means: (a) any modification of the ViewPoint Software that corrects an Error by bringing the ViewPoint Software into material conformity with the specifications for such software; or (b) a procedure or routine that, when observed in the regular operation of the ViewPoint Software, avoids the material adverse effect of the applicable nonconformity.

3.2.3. *"Update"* means a change in the software that provides Error Corrections and/or enhances the functionality of the ViewPoint Software in the version licensed by the Customer on the Service Start Date of this SMA. An Update does not involve major changes or provide significant, new functional capabilities or applications, or changes to the software architecture or file structure. Updates may be identified by a number to the right of the first or second decimal point, such as x.1 or x.y.1.

Updates provided by this SMA do not include any ViewPoint Software module or function that was not licensed as of the Service Start Date of this SMA. New optional functionality must be purchased separately.

3.3. Hotline Support. GE Healthcare will provide telephone and email support to Customer's system administrator and other Customer personnel that have been trained by GE Healthcare to use the ViewPoint Software for problem solving, error resolution, and general help. Such support is available from Monday – Friday from 8:00 am until 8:00 pm Eastern Standard Time, except on GE Healthcare holidays.

3.4. Remote Access Support. GE Healthcare may access the ViewPoint Software remotely via the Customer's existing web access and GE Healthcare-supplied secure tunnelling software, and use remote diagnostics to monitor key ViewPoint Software parameters in an effort to prevent and detect Errors. Customer shall cooperate with GE Healthcare as reasonably necessary to establish such remote connections in accordance with GE Healthcare's instructions.

For some ViewPoint Software modules (for example, the HIS interface), remote access is mandatory in order to obtain support under this SMA. Details are specified in the product data sheets.

3.5. Data De-Identification. Customer agrees to permit GE Healthcare to use Protected Health Information to create de-identified information consistent with the standards set forth in 45 CFR § 164.514, and to use such de-identified information for any and all purposes including, but not limited to, product development, quality initiatives, benchmarking and reporting services.

4. Warranties. GE Healthcare warrants that its Support Services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will promptly re-perform any non-conforming Support Services for no charge as long as Customer provides reasonably prompt written notice to GE Healthcare. The foregoing service remedies are Customer's sole and exclusive remedies (and GE Healthcare's sole and exclusive liabilities) for Support Service warranty claims. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to re-perform any non-conforming Support Services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's claim. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE WILL APPLY.

5. General Conditions.

5.1. Services Not Included in This SMA.

- Configuration of program interfaces to the ViewPoint Software, often referred to HIS or PACS links necessary due to changes on the HIS.
- Repair to damaged data in the event that the Customer has an inadequate backup.
- Reorganization of Customer data, either restructuring of the database, or layout of the network installation.
- Consulting or software engineering and programming.
- Support of non-ViewPoint Software applications and systems including workstation hardware, operating systems, other applications (dependent or otherwise), and any portion of an attached network infrastructure.
- Provision of any additional equipment or any upgrade to any equipment, operating system software, web-browser software, other software tools or utilities or network systems or components, or changes to Customer's environment or infrastructure that may be required in connection with any Updates. Customer is responsible for the cost of equipment/hardware upgrades or modifications or such other changes listed above necessary to support Updates. Updates do not include any separately licensed software modules providing for additional functionality relating to an application or a feature or an interface for the ViewPoint Software that was not included under GE Healthcare's Support Service obligations as of the Service Start Date as specified in Schedule A of the SMA.
- Any Support Service necessitated by: (a) Customer's or its representative's designs, specifications, or instructions; (b) Customer's failure to fulfill any of its obligations or responsibilities under this SMA; (c) failure by anyone other than GE Healthcare to comply with GE Healthcare's written instructions or recommendations; (d) Customer's or any third party's using or combining any component of the ViewPoint Software with any incompatible product or service including, without limitation, any product or service that does not properly and unambiguously exchange data with the ViewPoint Software in accordance with the applicable documentation; (e) alteration or improper use, repair, or maintenance of the ViewPoint Software by Customer or others; (f) a failure to use or install Error Corrections or Updates, or to permit GE Healthcare to make a repair, or take other reasonable actions recommended by GE Healthcare in writing so that the ViewPoint Software functions properly; (g) any products, services or data not made and provided by GE Healthcare that fail to correctly use or process dates; (h) design or manufacturing defects in any products or services not made and provided by GE Healthcare; (i) anything external to the ViewPoint Software (including, without limitation, building structural deficiency; power surge, fluctuation, or failure; or air conditioning failure); (j) a failure of Customer's local area network or wide area network that prevents the transmission of image data intended for diagnostic review at the destination; (k) anything beyond GE Healthcare's reasonable control other than Support Service necessitated by normal ViewPoint Software usage; and (l) any Customer-provided service not performed in accordance with GE Healthcare' policies and procedures or GE Healthcare's written instructions provided by GE Healthcare to Customer.
- Replacement of disposable or consumable items and supplies such as but not limited to printer toner or cartridges, storage media or tapes.

Any additional services provided outside of GE Healthcare's Support Services under this SMA are subject to standard hourly billing.

5.2. Continuing Support. GE Healthcare will not be obligated to continue to provide Support Services to Customer during the Support Term if Customer fails to remain at all times during the Support Term within at least two (2) Updates of the ViewPoint Software in the version licensed by the Customer on the effective date of this SMA.

5.3. Customer Responsibilities. Customer agrees to (a) generally cooperate with GE Healthcare personnel providing Support Services hereunder, including by providing in a timely manner to GE Healthcare any technical information and/or data related to the implementation of the ViewPoint Software, and any other information as requested by GE Healthcare during the course of the Support Services; (b) designate a person who shall work with GE Healthcare personnel on providing services under this SMA and who is authorized to make decisions and act on behalf of Customer; (c) comply with GE Healthcare's procedures for reporting Support Services-related issues; (d) assume sole responsibility for day-to-day operation of the ViewPoint Software; (e) assume sole responsibility for back-up and disaster recovery plans and procedures and (e) assume sole

responsibility for system, data and network security. This includes, but is not limited to, operating system security updates anti-virus software, firewall software and intrusion detection software.

5.4. Ownership Rights; Reservation of Rights. Customer acknowledges that any and all of the copyright, trademarks, trade names, patents and other intellectual property rights in and created, developed, subsisting or used in or in connection with the ViewPoint Software and the Support Services (including without limitation any Updates and Error Corrections) are and shall remain the sole property of GE Healthcare, whether or not Customer contributed thereto. If Customer or its personnel acquire any right or interest therein by operation of law, Customer hereby irrevocably assigns all such right and interest, including without limitation intellectual property right therein, to GE Healthcare. Customer will maintain and enforce agreements and policies with its personnel sufficient to give effect to the provisions of this section.

5.5. Software License. For any Updates provided by GE Healthcare under this SMA, the license for such Updates shall be the software license provided with the applicable ViewPoint Software originally purchased by Customer.

5.6. Independent Contractor. GE Healthcare and Customer are independent contractors and nothing contained in this SMA is intended nor shall be construed as creating a fiduciary relationship, partnership or joint venture between the parties, except as otherwise agreed in writing by the parties.

Warranty Statement (United States)

GE Healthcare

This GE Healthcare Warranty Statement (United States) supplements and incorporates by reference (i) the GE Healthcare Quotation that identifies the Product offering purchased or licensed by Customer; (ii) the following documents, as applicable, if attached to or referenced in the Quotation: the (a) Warranties and (b) Additional Terms and Conditions; (iii) the GE Healthcare Product Terms and Conditions; and (iv) the GE Healthcare General Terms and Conditions, (collectively, referred to as the "Agreement").

1. **Warranted Products.** These warranties cover the purchase and use of the following GE Healthcare products:

- Magnetic Resonance
- Computed Tomography
- Mammography
- Positron Emission Tomography (including scanners, cyclotrons & chemistry labs)
- Nuclear
- X-ray
- Surgical Navigation Systems
- Cardiology
- Ultrasound
- Bone Mineral Densitometry
- Physiological Monitoring
- Small Animal Imaging
- C-Arms
- Advantage Workstation and Server
- Anesthesia Delivery
- Respiratory Care
- Gold Seal
- Phototherapy and other infant care accessories
- Microenvironments, including Giraffe®, Panda®, Care Plus® and Ohio® Infant Warmer Systems
- Corometrics® Fetal Monitors

2. GE Healthcare Warranties.

2.1 Scope. GE Healthcare warrants that its services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will promptly re-perform any non-conforming services for no charge as long as Customer provides reasonably prompt written notice to GE Healthcare. The foregoing service remedy, together with any remedy provided herein, are Customer's sole and exclusive remedies (and GE Healthcare's sole and exclusive liability) for warranty claims. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to repair or replace defective warranted products or re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's warranty claim. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, WILL APPLY.

2.2 Term Usage. "Warranted Product" is a collective term which includes both the above-listed GE Healthcare manufactured equipment and licensed software, with the exception of Healthcare IT Products, purchased by and/or licensed to (as applicable) Customer under the relevant GE Healthcare Quotation.

2.3 Equipment Warranty. Except as indicated otherwise below, GE Healthcare warrants the equipment will be free from defects in title and that for one (1) year from the Warranty Commencement Date (as defined below) (i) the equipment will be free from defects in material and workmanship under normal use and service and (ii) except for equipment manufactured in compliance with Customer's designs or specifications, the equipment will perform substantially in accordance with GE Healthcare's written technical specifications for the equipment (as such specifications exist on the date the equipment is shipped) (the "Specifications"). This warranty covers both parts and labor and is available only to end-users that purchase the equipment from GE Healthcare or its authorized distributors. Customers purchasing through an authorized distributor must contact GE Healthcare promptly following such purchase to enable this warranty.

2.4 Software Warranty. Except as indicated otherwise below, GE Healthcare warrants for ninety (90) days from the Warranty Commencement Date that (i) the licensed software will perform substantially in accordance with the applicable Documentation (as defined herein), (ii) it has not inserted any Disabling Code (as defined herein) into the licensed software and (iii) it will use reasonable commercial efforts consistent with industry standards to scan for and remove any software viruses before installation of the applicable Warranted Product. Where an item of equipment has software code embedded in it, the code will only be considered licensed software under this warranty statement if the applicable GE Healthcare Quotation provides a separate part number for that software. Except as indicated otherwise below, GE Healthcare warrants that it has the right to license or sublicense the licensed software to Customer for the purposes and subject to the terms and conditions set forth in the Agreement. As used in this warranty statement, (i) "Disabling Code" means computer code that is designed to delete, interfere with, or disable the normal operation of the Warranted Product; provided, however, that code included in the licensed software that prevents use outside of the license scope purchased for the software will not be deemed to be Disabling Code and (ii) "Documentation" means the GE Healthcare user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by GE Healthcare to Customer.

2.5 Used Products. GE Healthcare's (i) Gold Seal Products (certain pre-owned GE Healthcare equipment), (ii) Ultrasound demonstration systems, and (iii) certified pre-owned Bone Mineral Densitometry Products are all provided with GE Healthcare's standard warranties carrying the same duration as the new equipment warranty, but in no event exceeding one (1) year (unless otherwise provided in writing

by GE Healthcare). Except as expressly provided in this paragraph or in the applicable GE Healthcare Quotation, all other pre-owned, refurbished, remanufactured or demonstration equipment is not warranted by GE Healthcare.

2.6 Healthcare IT and GE Brand Specialty Components. GE Healthcare IT Products and GE Brand Specialty Components (Detectors, Probes, X-Ray Tubes and Image Intensifier Tubes) are covered by a separate warranty statement provided in an applicable GE Healthcare Quotation.

2.7 Third-Party Software and Equipment. This warranty statement does not cover Third-Party Software and Equipment (as defined herein) delivered with the Warranted Products (commonly identified by NL or NW series numbers in GE Healthcare's Quotation). "Third-Party Software and Equipment" means any non-GE Healthcare software or equipment (i) delivered to Customer in the third-party manufacturer/supplier's packaging and with its labeling or (ii) for which GE Healthcare expressly indicates (either in the GE Healthcare Quotation or in the product documentation) that the software or equipment is provided with the third-party manufacturer/supplier's warranty in lieu of a GE Healthcare warranty. Such products are covered by the third-party manufacturer/supplier's warranties, to the extent available. Anesthesia monitor mounting solutions Third-Party Software and Equipment purchased directly from GE Healthcare will not be treated as Third-Party Software or Equipment.

3. Warranty Commencement. Unless expressly provided otherwise in this warranty statement or the applicable GE Healthcare Quotation, the warranty period begins (the "Warranty Commencement Date") on the earlier of: (i) if GE Healthcare installs the Warranted Product, five (5) days after GE Healthcare notifies Customer that it has completed assembly and the Warranted Product is operating substantially in accordance with GE Healthcare's Specifications; (ii) if GE Healthcare does not install the Warranted Product, five (5) days after delivery of the Warranted Product to Customer; (iii) the date Customer first uses the Warranted Product for patient use; or (iv) if GE Healthcare is contractually required to install the Warranted Product, the thirtieth (30th) day following shipment to the end-user Customer if installation is delayed for reasons beyond GE Healthcare's reasonable control. The warranty period for any Warranted Product or component furnished to correct a warranty failure will be the unexpired term of the warranty applicable to the repaired or replaced Warranted Product.

4. Remedies. If Customer promptly notifies GE Healthcare of Customer's warranty claim during the warranty period and makes the Warranted Product available for service, GE Healthcare will, at its option (i) with respect to equipment, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Warranted Product or components of the Warranted Product and (ii) with respect to GE Healthcare's licensed software, either correct the non-conformity or replace the applicable licensed software. GE Healthcare may, at its sole discretion and subject to (i) availability; (ii) any applicable regulatory approvals; and (iii) Section 5 of the GE Healthcare General Terms and Conditions, provide Customer with a comparable loaner system during periods of extended service to the Warranted Product. Warranty service will be performed without charge from 8:00am to 5:00pm (local site time), Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then prevailing service rates and subject to the availability of personnel. For certain Warranted Products, GE Healthcare will perform warranty service only at an authorized service center or, in some instances, via a secure, remote connection to a GE Healthcare online center. With respect to GE Healthcare's warranty for the services it provides to Customer, Customer's exclusive remedy is set forth in Section 2.1 above.

Warranty claims for the Warranted Products should be directed through GE CARES at 1-800-437-1171. Warranty claims for accessories and supplies items should be directed through 1-800-558-5102.

5. Limitations. GE Healthcare shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (a) the use of the Warranted Product in combination with any software, tools, hardware, equipment, supplies, accessories or any other materials or services not furnished by GE Healthcare or recommended in writing by GE Healthcare; (b) the use of the Warranted Product in a manner or environment, or for any purpose, for which GE Healthcare did not design or license it, or in violation of GE Healthcare's recommendations or instructions on use; or (c) any alteration, modification or enhancement of the Warranted Product by Customer or any third party not authorized or approved in writing by GE Healthcare. In addition, this warranty does not cover the Warranted Product to the extent it is used in any country other than the country to which GE Healthcare ships the Warranted Product (unless GE Healthcare expressly agrees otherwise in writing). GE Healthcare does not guarantee that licensed software will operate without error or interruption.

In addition, these warranties do not cover: (i) any defect or deficiency (including failure to conform to Specifications and/or Documentation, as applicable) that results, in whole or in part, from any improper storage or handling, failure to maintain the Warranted Products in the manner described in any applicable instructions or specifications, inadequate back-up or virus protection or any cause external to the Warranted Products or beyond GE Healthcare's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris; (ii) the payment or reimbursement of any facility costs arising from repair or replacement of the Warranted Products or parts; (iii) any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer; (iv) expendable supply items; (v) stockpiling of replacement parts; (vi) any failure of the Warranted Products to use or correctly process dates (other than systemic miscalculations not due to date value format); and (vii) products not listed in GE Healthcare's Accessories and/or Supplies catalogs at the time of sale, and all service manuals are provided AS IS. For network and antenna installations not provided by GE Healthcare or its authorized agent(s), network and antenna system troubleshooting will be billable at GE Healthcare's standard service rates.

For MR systems, these warranties do not cover (i) any defect or deficiency that results, in whole or in part, from failure of any water chiller system supplied by Customer, (ii) service to any water chiller systems supplied by Customer and (iii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or superconductive or resistive shim coils unless the need for such supply or service is caused by a defect in material or workmanship covered by these warranties (GE Healthcare's MR Magnet Maintenance and Cryogen Service Agreement is available to provide supplemental coverage during the warranty period).

For Proteus XR/a, Definium and Precision 500D x-roy systems, these warranties do not cover collimator bulbs.

6. **Exceptions to GE Healthcare Standard Warranties Described Above.**

Partial System Equipment Upgrades for CT, MR, X-Ray, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: Six (6) months (warranty applies only to the upgraded components)

Cyclotron and Radiopharmacy: Unless expressly provided otherwise in the applicable GE Healthcare Quotation, the Warranty Commencement Date for Cyclotron and/or Radiopharmacy Products begins on the earlier of (i) three (3) months after the date on which GE Healthcare has completed the mechanical installation, or (ii) the date on which final testing of the Product has been successfully completed. GE Healthcare's sole liability and Customer's exclusive remedy for a breach of warranty is limited to repair, replacement or refund at GE Healthcare's sole option. Any such repairs or replacement will not extend the warranty period.

X-Ray High Voltage Rectifiers and TV Camera Pick-Up Tubes: Six (6) months

X-Ray Portable (Wireless & Tethered) Digital Detectors: Warranty does not cover damage caused by any use that does not conform to OEM guidelines, fire, power failures or surges, or abuse which is defined as use that causes fluid invasion, holes, deep scratches, or the detector case to crack.

FlashPad Wireless Detector: In addition to the standard warranty, GE Healthcare will also provide coverage for detector damage due to accidental dropping or mishandling (e.g., spills). In the event such accidental damage occurs, GE Healthcare shall provide Customer with one (1) replacement detector during the warranty period at no additional charge. If subsequent accidental damage occurs during the warranty period, each additional replacement shall be provided to Customer at a charge of $30,000 per replacement detector. Warranty coverage for the detector and its components also excludes failures due to detrimental exposure, abuse, theft, loss and/or fire. If the warranty is voided by these conditions, repair or replacement of the detector and/or the components is the Customer's responsibility.

GE OEC New or Exchange Service/Maintenance Parts: Ninety (90) days

GE OEC Refurbished C-Arms: Twelve (12) months after installation

HealthNet Lan, Advantage Review — Remote Products: Ninety (90) days

Vivid T8: Three (3) years parts and labor, includes TEE probes purchased with the Vivid T8

Vivid i, Vivid e, Vivid q, Voluson i, Voluson e and LOGIQBook XP: Standard warranty includes (i) repair services at GE Healthcare service facilities, (ii) three (3) business day turnaround repair time for systems shipped via overnight delivery (where available), measured from the date of shipment (GE Healthcare is not responsible for delays in overnight shipment), (iii) seventy-two (72) hour loaner systems or probe replacement service via Fed Ex (shipping charges included), and (iv) technical support via telephone from 7:00 am to 7:00 pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide (a) field support/service, (b) preventative maintenance, and/or (c) coverage for system damage due to accidental dropping or mishandling with a maximum of two (2) replacement systems during the term of the warranty.

Vscan, LOGIQ e BT12 and later versions, and Venue 40 and 50 version BT12 and later versions: Supplemental warranty terms and conditions specific to Vscan systems, LOGIQ e BT12 and later version systems, and Venue 40 and 50 version BT12 and later version systems shall be as set forth in the Additional Terms and Conditions and Warranties for Ultrasound & Vscan Products attached to the Quotation.

Ultrasound Partial System Equipment Upgrades: Ninety (90) days (Warranty applies only to the upgraded components. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements).

Bone Mineral Densitometry Partial System Equipment Upgrades: Thirty (30) days (Warranty applies only to the upgraded computer, printer and monitor components. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements).

CARESCAPE Monitors B450, B650 and B850, and Dash: Three (3) years parts and one (1) year labor coverage, excluding displays

B40 Monitors: Two (2) years of parts only coverage, excluding displays, and one (1) year labor with (i) repair services performed at GE Healthcare service facilities; or (ii) onsite repair if deemed necessary by GE Healthcare, during such labor warranty period.

MAC 800, 1200, 1600 and 2000: Three (3) years of parts and labor

CARESCAPE V100 Vital Signs Monitors: Two (2) years parts and labor

Exergen: Four (4) years parts and labor

Batteries: Ninety (90) days, except (i) for LOGIQBook and Vscan batteries, which are warranted for twelve (12) months and (ii) for Nickel cadmium or lead acid batteries for X-ray and mammography systems (which will carry a sixty (60)-month warranty prorated as shown below). For Nickel cadmium or lead acid batteries for X-ray and mammography systems, warranty service will be performed without charge from 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then prevailing service rates and subject to the availability of personnel only during the first twelve (12) months of the sixty (60)-month warranty period. For X-ray and mammography systems, if nickel cadmium or lead acid batteries need replacement during their applicable warranty period, Customer will pay the price of the replacement battery in effect on its delivery date less a Pro Rata Credit Allowance (as defined herein). The Pro Rata Credit Allowance for batteries that fail less than twelve (12) months after the warranty begins is one hundred percent (100%). The Pro Rata Credit Allowance for batteries that fail more than twelve (12) months after the warranty begins is:

1 - (# of Mos. After Warranty Commencement /60) x 100%

For the purpose of Pro Rata Credit Allowance, a fraction of a month less than fifteen (15) days will be disregarded, and a fraction of a month equal to or greater than fifteen (15) days will be regarded as a full month.

Giraffe® Shuttle Batteries: Ninety (90) days

Care Plus® Incubator: Three (3) years parts, one (1) year labor

Ohio® Infant Warmer Systems, Panda® iRes Warmers, Giraffe® Warmer and Giraffe® OmniBed: Seven (7) year parts warranty on heater col rod

BiliBlanket® Plus High Output Phototherapy System: Two (2) years on Light Box and eighteen (18) months on Fiberoptic Pad

Microenvironment and Phototherapy expendable components, this includes but is not limited to patient probes, probe covers and light bulbs: Thirty (30) days

Corometrics® Fetal Monitoring Systems: Warranty includes: (i) Warranty Commencement at the earlier of (a) if GE Healthcare or Customer installs the Warranted Product, five (5) days after completion of installation of the Warranted Product or (b) forty (40) days after shipment of the Warranted Product; (ii) two (2) years parts, one (1) year labor; and (iii) repair services at GE Healthcare service facilities during labor warranty period or onsite repair if deemed necessary by GE Healthcare.

Corometrics® Nautilus Transducers: Two (2) years of parts and labor
Oximeters: Three (3) years from installation, or thirty-nine (39) months from GE Healthcare invoice, whichever occurs sooner
Tec 7 Vaporizers: Three (3) years of parts and labor
Tec 6 Plus Vaporizers: Two (2) years of parts and labor
Accessories and Supplies: GE Healthcare's catalog and/or website includes a "Service/Warranty Code" which identifies the installation, warranty, applications and post-warranty service, if any, provided for each accessory and supply product. Following are the warranty periods for accessories and supplies:

Service/Warranty Code T	100 Years
Service/Warranty Code V	25 Years
Service/Warranty Codes X	15 Years
Service/Warranty Code ZZ	5 Years
Service/Warranty Codes F	3 Years
Service/Warranty Codes D, J, N, O, R or Z	2 Years
Service/Warranty Codes A, B, C, E, G, L, P, Q, S or Y	1 Year
Service/Warranty Code H	6 Months
Service/Warranty Code K	3 Months
Service/Warranty Code M	1 Month
Service/Warranty Code W	Out of Box Failure Only

Warranty Codes For Accessories And Supplies

GE Healthcare

These GE Healthcare Warranty Codes For Accessories and Supplies supplements and incorporates by reference (i) the GE Healthcare Quotation that identifies the Product offering purchased or licensed by Customer; (ii) the following documents, as applicable, if attached to or referenced in the Quotation: the (a) Warranties and (b) Additional Terms and Conditions; (iii) the GE Healthcare Product Terms and Conditions; and (iv) the GE Healthcare General Terms and Conditions, (collectively, referred to as the "Agreement").

Service / Warranty Codes. If Customer promptly notifies GE Healthcare of its warranty claim and makes the Product available for service, GE Healthcare will provide the warranty service indicated in the applicable Service/Warranty Code description. The terms and conditions of GE Healthcare's Warranty Statement(s) apply to all warranty claims. Basic Service Premise for Products – GE Healthcare Field Engineers will take the first call for service and either provide direct support or arrange for support from the manufacturer or its dealers as indicated by the individual Service/Warranty Code. If the Service/Warranty Code calls for Product return for repair or in-warranty exchange, Customer must return the Product as GE Healthcare directs. GE Healthcare provides warranty service from 8:00 AM to 5:00 PM local time Monday-Friday EXCLUDING GE HEALTHCARE HOLIDAYS. If a Service/Warranty Code provides for warranty service to be performed on Customer's site, such service is available outside the above hours at GE Healthcare's prevailing service rates and subject to the availability of personnel.

A GE Healthcare directly, or through a sub-contractor, provides the following:

Installation; parts; on-site warranty service to repair, adjust or replace (at GE Healthcare's option and using new or exchange replacement parts) non-conforming products or parts; applications training in some cases (with additional charge); and post-warranty service, at prevailing hourly billed service ("HBS") rates and, in some cases, under GE Healthcare service contracts.

B GE Healthcare directly provides the following through GE Healthcare's Global Parts Operation (GPO):

New or exchange replacement parts at no charge to correct non-conforming products or parts during the warranty period; new or exchange replacement parts at GE Healthcare's normal prices for post-warranty repairs. ***Note:*** *Installation, applications training and on-site service is the Customer's responsibility. However, GE Healthcare's Field Engineers may be available at prevailing HBS rates. Contact GE CARES for availability.*

C GE Healthcare arranges for the third-party Product Manufacturer or its dealers to provide the following:

Installation (in some cases with an additional charge); parts; on-site warranty service to repair, adjust, or replace (at the manufacturer's or dealer's option and using new or exchange replacement parts) non-conforming products or parts; applications training in some cases (some with additional charge); and post-warranty service at prevailing service rates.

D GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

Basic functional troubleshooting (no technical labor) with supplier phone support and repair or replacement (at the manufacturer's or dealer's option) of defective products or parts. ***Note:*** *The battery for Service/Warranty Code **D** has a 1-year warranty. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.*

E GE Healthcare directly, or through a sub-contractor, provides:

Installation (in some cases with an additional charge); basic functional troubleshooting (no technical labor) with supplier phone support; and coordination of unit exchange or loaner program for in-factory service.

GE Healthcare arranges for the third-party Product Manufacturer or its dealers to provide in-factory service:

At no charge during the warranty period and at manufacturers or dealer's prevailing service rates outside of the warranty period. Products must be returned to the manufacturer or dealer, at GE Healthcare's expense during warranty and Customer's expense after warranty, for repair.

F GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

Basic functional troubleshooting (no technical labor) with supplier phone support and replacement of non-conforming products or parts, which Customer returns to the manufacturer or dealer during the warranty period. ***Note:*** *For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.*

G, J, O and Q GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

Start up and commissioning; basic functional troubleshooting (no technical labor) with supplier phone support 24/7; and warranty service to repair, adjust, or replace (at the manufacturer's or dealer's option) non-conforming products or parts (excluding installation, time and material). ***Note:*** *The UPS battery for Service/Warranty Code **G** has a 9-year pro-rated warranty to cover non-conforming material. Start up and commissioning for Service/Warranty Code **O** applies only to 10 KVA and above. The UPS battery for Service/Warranty Codes **O** and **Q** has a 1-year warranty to replace the product. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate. Warranty service for Service/Warranty Codes **G** and **O** is provided On-site. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.*

H, K, L and M GE Healthcare directly provides the following:

Exchange of non-conforming products, which Customer returns to GE Healthcare during the warranty period. ***Note:*** *Installation, parts, applications training, and on-site service is the Customer's responsibility.*

N, R and S GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

Installation; Preventative Maintenance; and parts and labor. ***Note:*** *Post-warranty service, at manufacturer's prevailing HBS rates, and in some cases, under GE Healthcare service contracts. The battery for Service/Warranty Code R has a 1-year warranty. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.*

P GE Healthcare directly provides the following:

Replacement of non-conforming components. ***Note:*** *Installation, parts, applications training, and on-site service is the Customer's responsibility.*

T, V and X GE Healthcare directly provides the following:

Replacement of Product only; GE Healthcare will not replace patient records; and product is warranted only for image legibility. ***Note:*** *Installation, parts, applications training, and on-site service is the Customer's responsibility.*

W GE Healthcare directly provides the following:

Replacement of Product only for Out of Box failure. ***Note:*** *Installation, parts, applications training, and on-site service is the Customer's responsibility.*

Y and Z GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

Basic functional troubleshooting (no technical labor) with supplier phone support and replacement of non-conforming components. ***Note:*** *All electrical components (excluding the UPS) for Service/Warranty Code **Z** have a 1-year warranty. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.*

ZZ GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

Basic functional troubleshooting (no technical labor) with supplier phone support and replacement of non-conforming components. ***Note:*** *The battery for Service/Warranty Code **ZZ** has a 2-year warranty for stationary applications and a 6-month warranty for mobile application. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.*

GE Healthcare

Warranty Statement: GE Brand Specialty Component(s) (Detectors, Probes, X-Ray Tubes and Image Intensifier Tubes) (United States)

This GE Healthcare Warranty Statement: GE Brand Specialty Component(s) (Detectors, Probes, X-Ray Tubes and Image Intensifier Tubes) (United States) supplements and incorporates by reference the GE Healthcare (i) Quotation that identifies the Product offering purchased or licensed by Customer; (ii) Warranties; (iii) Additional Terms and Conditions; (iv) Product Terms and Conditions; and (v) General Terms and Conditions, (collectively, referred to as the "Agreement").

1. Warranted Products and Scope. These warranties cover the purchase and use of the GE Healthcare detectors, probes and/or tubes (X-ray, CT, or image intensifier) (hereafter, "Specialty Component(s)") listed in the GE Healthcare Quotation. This warranty statement incorporates GE Healthcare's General Terms and Conditions, and to the extent applicable, (a) GE Healthcare's Product Terms and Conditions, (b) GE Healthcare's Service Terms and Conditions, and/or (c) GE Healthcare's OnDemand Agreement.

GE Healthcare warrants that, starting with the Warranty Commencement Date and for the Warranty Period (each as defined below): (i) the Specialty Component(s) will be free from defects in title, material and workmanship under normal use and service and (ii) except for any Specialty Component(s) manufactured in compliance with Customer's designs or specifications, the Specialty Component(s) will perform substantially in accordance with GE Healthcare's written technical specifications for the Specialty Component(s) (as such specifications exist on the date the Specialty Component(s) is shipped) ("Specialty Component(s) Specifications"). This warranty statement defines GE Healthcare's warranty obligations for both parts and labor and is available only to end-users that purchase the Specialty Component(s) from GE Healthcare or its authorized distributors. The Warranty Period for all warranties, except the warranty of title and the Patent and Copyright Warranty, is limited in time as shown below.

2. Warranty Commencement Date and Warranty Periods.

2.1. Determining Warranty Periods For A Specialty Component(s). The Warranty Period start date ("Warranty Commencement Date") for the Specialty Component(s) supplied as part of a new system installation will be the system installation date. The Warranty Commencement Date for a replacement Specialty Component(s) is determined by (i) the date GE Healthcare installs the Specialty Component(s) or (ii) if GE Healthcare is not the installer of the Specialty Component(s), five (5) days after shipment of such Specialty Component(s) by GE Healthcare or its authorized distributor.

Customer shall receive the Full Warranty Period (as set forth in the chart below) in the following situations:

- Specialty Component(s) furnished to Customer as part of a new system installation; or
- Specialty Component(s) purchased by Customer with or without a pro-rata allowance.

For a Specialty Component(s) furnished to Customer under terms of the Full Warranty Period (as set forth in the chart below) the Warranty Period for the replacement Specialty Component(s) will be the unexpired term of the warranty applicable to the last Specialty Component(s) for which Customer paid all or a portion of the cost of that Specialty Component(s). For the sake of clarification, the Warranty Period does not reset for a Specialty Component(s) supplied by GE Healthcare as a replacement under the Full Warranty Period.

This Warranty Statement does not apply to a Specialty Component(s) furnished to Customer under the terms of a GE Healthcare service agreement. For such Specialty Component(s), please refer to the terms and conditions of such service agreement for any Specialty Component(s) warranties.

Customer's failure to (i) properly use the Specialty Component(s), (ii) perform the maintenance described above, (iii) maintain the information required above, (iv) provide the above information or any other information required by this warranty within the designated time periods, or (v) permit GE Healthcare, to verify such information during GE Healthcare's normal working hours will invalidate this warranty.

2.2. Determining Specialty Component(s) Charge For A Replacement Specialty Component(s). Customer will pay the price of the replacement Specialty Component(s) in effect on its delivery date less the applicable Pro Rata Warranty Allowance (if applicable) described in the table that follows. For the purpose of the Pro Rata Warranty Allowance, a fraction of a month less than fifteen (15) days will be disregarded, and a fraction of a month equal to or greater than fifteen (15) days will be regarded as a full month.

3. Specialty Component(s) Installation.

3.1. Replacement Specialty Component(s). For a replacement Specialty Component(s), warranty service does not include installation of the replacement Specialty Component(s), but upon Customer's request, GE Healthcare, will install the Specialty Component(s) at GE Healthcare's then-prevailing service rates. If a replacement Specialty Component(s) is not installed by GE Healthcare, Customer must, not later than ten (10) days after its installation date, provide to GE Healthcare in writing: (i) the serial number of the replacement Specialty Component(s), (ii) the location and serial number of the system on which the Specialty Component(s) has been installed, (iii) the date of installation and (iv) for Non-CT Tubes, the exposure counter reading on the installation date.

3.2. New System Specialty Component(s). For a Specialty Component(s) sold with new equipment, no service charges will be billed to Customer for the installation of the replacement Specialty Component(s), so long as replacement occurs between 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays ("Standard Coverage Hours") and subject to the availability of personnel. Services performed outside Standard Coverage Hours will be provided at GE Healthcare's then prevailing hourly billed service rates at the time of service.

4. Remedies. If, within ten (10) days after the Specialty Component(s) failure, Customer (a) notifies GE Healthcare of Customer's warranty claim during the Warranty Period; (b) provides GE Healthcare with the information shown below; and (c) makes the Specialty Component(s) available for service, GE Healthcare will, at its option, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Specialty Component(s) or parts of the Specialty Component(s). Customer must provide to GE Healthcare in writing (i) the serial number of the Specialty Component(s), (ii) the location and serial number of the system on which the Specialty Component(s) was installed, (iii) the date the Specialty Component(s) failed, and (iv) the date the Specialty Component(s) was removed from service. Warranty service will be performed at the charge, if applicable, as detailed below during GE Healthcare's Standard Coverage Hours and subject to the availability of personnel. Services performed outside Standard Coverage Hours will be provided at GE Healthcare's then-prevailing hourly billed service rates at the time of service. GE Healthcare warrants that its installation or other services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will promptly re-perform any non-conforming services for no charge as long as Customer provides reasonably prompt written notice to GE Healthcare. The foregoing service remedies, together with any remedy provided herein, are Customer's sole and exclusive remedies (and GE Healthcare's sole and exclusive liability) for warranty claims. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to repair or replace defective Specialty Component(s) or re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's warranty claim. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, WILL APPLY.

Customer must: (i) use the Specialty Component(s) in accordance with GE Healthcare service instructions and recommendations for the Specialty Component(s) and the system on which it is installed (including warm up and calibration procedures); (ii) perform preventive and corrective maintenance of the Specialty Component(s) utilizing maintenance procedures in accordance with GE Healthcare service instructions and recommendations and using GE Healthcare replacement parts or replacements parts of equivalent quality; and (iii) keep and make available to GE Healthcare, upon request records documenting the above maintenance.

5. Limitations. GE Healthcare shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (i) the use of the Specialty Component(s) in combination with any hardware, equipment, supplies, accessories or any other materials or services not furnished by GE Healthcare or recommended in writing by GE Healthcare; (ii) the use of the Specialty Component(s) in a manner or environment, or for any purpose, for which GE Healthcare did not design or manufacture it, or in violation of GE Healthcare's recommendations or instructions on use; or (iii) any alteration, modification or enhancement of the Specialty Component(s) by Customer or any third party not authorized or approved in writing by GE Healthcare. In addition, this warranty does not cover the Specialty Component(s) to the extent it is used in any country other than the country to which GE Healthcare ships the Specialty Component(s) (unless GE Healthcare expressly agrees otherwise in writing).

In addition, these warranties do not cover: (i) any defect or deficiency (including failure to conform to Specialty Component(s) Specifications that results, in whole or in part, from any improper storage or handling, failure to maintain the Specialty Component(s) in the manner described in any applicable instructions or specifications or any cause external to the Specialty Component(s) or beyond GE Healthcare's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris; (ii) any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer; (iii) expendable supply items; and (iv) stockpiling of replacement parts.

With regard to Ultrasound Specialty Component(s) only, these warranties do not cover damage caused by any use that does not conform to OEM guidelines including accidental damage, improper cleaning, disinfecting, over-soaking or TEE bite marks.

6. Warranty Periods.

	New System Specialty Component(s)	Replacement Specialty Component(s)	
TUBE TYPE OR SYSTEM DESCRIPTION (a)	**FULL WARRANTY PERIOD (b)**	**FULL WARRANTY PERIOD (b)**	**PRO-RATA WARRANTY PERIOD (c)**
X-RAY TUBES			
Radiographic	12 months	30 days	24 months
Radiographic & Fluoroscopic	12 months	30 days	24 months
Vascular	12 months	30 days	24 months
Mammographic	12 months	30 days	12 months
Bone Mineral Densitometry	12 months	30 days	12 months
MX150 Vascular	36 months	12 months	N/A
Performix 160A (MX160)	36 months	12 months	N/A
Infinia Hawkeye	12 months	30 days	12 months

	New System Specialty Component(s)	Replacement Specialty Component(s)	
TUBE TYPE OR SYSTEM DESCRIPTION (a)	**FULL WARRANTY PERIOD (b)**	**FULL WARRANTY PERIOD (b)**	**PRO-RATA WARRANTY PERIOD (c)**
IMAGE INTENSIFIER TUBES			
Image Intensifier Tubes	12 months	30 days	24 months
CT TUBES			
CT/e, CT/e Dual	12 months	12 months	N/A
ProSpeed/Sytec 6000-8000	12 months	12 months	N/A
Solarix on LX/I, FX/I, DX/I	12 months	12 months	N/A
Solarix 350 on BrightSpeed Select 4, 8 or 16 (Lite)	12 months	12 months	N/A
Performix Solarix 630 on HiSpeed ZX/I, NX/I Pro	12 months	12 months	N/A
Performix-ADV on HiSpeed CT/I, LightSpeed QX/i	12 months	12 months	N/A
Performix Ultra on LightSpeed 16, LightSpeed Ultra, LightSpeed Plus, LightSpeed QX/I, HiSpeed QX/I, BrightSpeed 16 (Elite), BrightSpeed 8 (Edge), BrightSpeed 4 (Excel), Discovery LS, Discovery ST/STe, Discovery RX 16, Optima PET/CT560, Optima PET/CT560 FX, Discovery PET/CT600, Discovery PET/CT610 (8 or 16 slice), Discovery PET/CT690 Elite, Discovery PET/CT710 (16 slice), Discovery NM/CT670	12 months	12 months	N/A
Performix 40 on Optima CT660 - 32 Slice, Optima CT660 - 64 Slice	12 months	12 months	N/A
Performix Pro80 (D3634T) on LightSpeed Pro 16, LightSpeed RT	12 months	12 months	N/A
Performix Pro VCT100 (D3194T) on LightSpeed Pro16, LightSpeed VCT, LightSpeed VCT Select, LightSpeed RT16, LightSpeed Xtra, Optima CT580 RT, Optima CT580w, Discovery CT590 RT, Discovery VCT, Discovery RX VCT, Discovery PET/CT610 (64 or 128 slice), Discovery PET/CT690, Discovery PET/CT710 (64/128 slice), Discovery NM/CT570c	12 months	12 months	N/A
Performix HD on LightSpeed CT750 HD	12 months	12 months	N/A
Detectors			
Fixed Digital Detectors (XR, Vascular, Mammography)	12 months	12 months	N/A
Wireless & Tethered Digital Detectors	12 months (d)	12 months (d)	N/A
Ultrasound Probes			
New	12 months	12 months	N/A
Refurbished (e)	12 months	12 months	N/A
Purchased Loaner	6 months	6 months	N/A

COMMENTS

(a) For actual catalog numbers, please contact your local GE Healthcare representative.

(b) Initial period of time of use after warranty begins during which a full 100% warranty is provided for a Specialty Component(s) that fails.

(c) Maximum period of time during which a Pro Rata Warranty Allowance is provided for a Specialty Component(s) that fails. The Pro Rata Warranty Allowance is calculated as follows:

$$1 - \frac{\text{Number of months between date of Warranty commencement and date of failure}}{\text{Complete Warranty Time Period}} \times 100\%$$

The Pro Rata Warranty Period ends at the expiration of the maximum time period.

(d) Warranty coverage includes replacement of OEM/manufacturer defects. One (1) replacement due to accidental damage is included within the Warranty Period.

(e) Reconditioning of used equipment for which GE Healthcare has acquired ownership and/or intends to resell after additional processing. These activities include: decontamination, patient data, removal, repairs, installation of applicable updates, and other activities that are described in the existing operation/service manuals applicable to device.

Agenda Item # 17

We Make a Difference!

To: Board of Directors

From: Jared Cosper, EMS Director

Date: May 26, 2015

Re: **Cab Chassis & Remounts FY 2015-2016**

Consider and act on approval to order eight (8) each Dodge Ram 4500 cab chassis consisting of four (4) each for remounts and four (4) each for new ambulance construction for FY 2015-2016.

We are seeking approval from the board to issue a PO for delivery beginning October 2015. No funds will be expended until FY 2015-16 (following delivery). The PO must be delivered by 6/15/15 to have units delivered in October.

Yes	No	N/A	
☒	☐	☐	Budgeted item?
☒	☐	☐	Within budget?
☐	☐	☒	Renewal contract?
☐	☐	☒	Special request?

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT06-14	Date Prepared:	4/16/2015

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Montgomery Co HD	Contractor:	Freedom - CDJR
Contact Person:	Wayde Sullivan	Prepared By:	Tim Middlebrooks
Phone:	847-926-1153	Phone:	972-707-9438
Fax:		Fax:	214-350-0085
Email:	wsullivan@mchd-tx.org	Email:	tmiddlebrooks@freedomfleetsales.com

Product Code:	L1	Description:	2015 Reg Cab 4500 Cab Chassis

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 30,480.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
6.7 Diesel	6,776	6 Speed Auto Trans	1,186.00
Full Size Spare	350.00	Ambulance Prep Group	445
Rear Sliding Window	140.00	Cold Weather Group	90
Vinyl Floor	N/C	Center Console Delete	N/C
Fog Lights	140	Premium Seats	925
		Subtotal From Additional Sheet(s):	
White		Subtotal B:	10052

HGACBuy THE SMART PURCHASING SOLUTION

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
84 In SLT	3800		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	3800

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	9%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	8	X Subtotal of A + B + C:	44332	=	Subtotal D:	354656

E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	1000

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Delivery x 8	3600	Install Fees 8	11,600.00
		Subtotal F:	15200

Delivery Date:	TBD	G. Total Purchase Price (D+E+F):	370856

Agenda Item # 18

We Make a Difference!

To: Board of Directors

From: Jared Cosper, Director of EMS

Date: May 26, 2015

Re: **Purchase of Twelve Radios for New Employee Orientation and Events**

Consider and act on the purchase of twelve (12) Harris model XG-75 P25 radios from Dailey-Wells for New Employee Orientation Program training and events. The Harris radios are the sole source to operate on EDACS and the P25 system. The total cost will be $44,089.20.

MCHD is recommending purchasing 14 handheld radios to use in the New Employee Orientation Program as a training tool for new employees to get Hands-On training and use while in the classroom setting. These radios would be purchased from Dailey-Wells who is the authorized dealer for Harris radios. Harris radios are the sole source to operate on EDACS and P25 system. The total cost will be $44,089.20 of which $39,000.00 is budgeted in this fiscal year's Capital Budget for the Radio Department. The remaining $5,000.00 expense will be absorbed within the Capital Budgeted item for Station Radios.

Yes	No	N/A	
☒	☐	☐	Budgeted item?
☐	☒	☐	Within budget?
☐	☐	☒	Renewal contract?
☐	☐	☒	Special request?

8105 North Beltline Road
Suite170
Irving, Texas 75063
Tele. 972.550.2302
Fax. 972.550.2364

October 24, 2014

Randy Johnson
Montgomery County Hospital District
1400 South Loop 336 West
Conroe, Texas 77304

Dear Mr. Johnson:

The Montgomery County Hospital District has purchased and installed an Enhanced Digital Access Communications Systems (EDACS) manufactured by M/A-COM, Inc., now known as Harris Corporation. This system provides the critical Public Safety and Public Service communications for the hospital district as well as the city of Conroe and many other agencies throughout the surrounding area.

At this time, EDACS/P25 equipment for this system falls under Harris Corporation intellectual property rights and the proprietary protocols represent a patent, copyright or secret process and are, therefore, currently only available from the manufacturer, Harris Corporation.

Dailey-Wells Communications is the only authorized Harris Corporation Network Solutions Provider to provide system sales, service, system upgrades and repairs to include mobiles, portables, control stations and other EDACS/P25 equipment for agencies operating on this communications system. This assignment was made effective September 2004 and does not have an end date. If this status should change at some point in the future you will be notified by Harris Corporation in writing. Orders for Harris Corporation equipment, service and associated accessories should be placed through Dailey-Wells Communications.

Thank you for your attention in this matter. Harris Corporation and Dailey-Wells Communications look forward to the opportunity to continue the service and sales support of EDACS/P25 Systems throughout your area.

Sincerely,

Brian Beatty
Manager Indirect Sales, Harris Corporation

Cc: Jim Sawyer, Director of Sales, Dailey-Wells Communications

Quantity	Serial Number	MCHD Tag	Product Description	S/S	Reason
1	1881	3381	Nitronix Unit	Salvage	Unit is leaking at the connector port and cannot be repaired
1	1879	6152	Nitronix Unit	Salvage	Unit has been damaged and cannot be repaired
1	54240	8329	EZ IO Driver	Salvage	Driver is no longer functioning and cannot be repaired
1	vin: 3D6WG46D08G227939	n/a	2008 Dodge Ram 3500	Surplus	End of life. 196,531 miles. Remount of shop 35.
1	vin: 3D6WG46T99G515371	n/a	2009 Dodge Cab/Chassis	Surplus	172,508 miles. Bad transmission, from remount of shop 27.